

FARGO CITY COMMISSION AGENDA  
Monday, April 5, 2021 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/streaming](http://www.FargoND.gov/streaming). They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, March 22, 2021).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. 1st reading of an Ordinance Relating to Classification of Ordinance Violations.
- 2. 2nd reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Chas A. Roberts Addition.
- 3. Agreement for Property Demolition for property located at 1021 10th Street North and Memorandum of Agreement Regarding Agreement for Property Demolition with Select Portfolio Servicing, Inc.
- 4. Site Authorizations for Games of Chance:
  - a. Jon Greenley Amvets Post #7 at the Hi-Ho Burgers and Brews and Amvets.
  - b. Red River Human Services Foundation at The Elks Lodge #260 and The Northern.
  - c. Plains Art Museum at Wild Bill's Sports Saloon, King Pin Casino (The Bowler), Blue Wolf Casino (Cactus Jack's/West Acres Bowl) and Big Top Bingo.
  - d. Horse Race North Dakota at Edgewood Tavern.
  - e. Boys & Girls Club of the Red River Valley at Fargo Billiards/Gastropub (amended).
- 5. Application for Games of Chance for Fargo Lions for a sports pool from 9/13/21 to 12/27/21.
- 6. Transfer of the Class "FA" Alcoholic Beverage License from Chef's Table at 670 4th Avenue North to The Boiler Room at 210 North Broadway and a six-month extension of the Class "FA-RZ" Alcoholic Beverage License once held at The Boiler Room.
- 7. Sole Source Procurement and Purchase Agreement with Haworth, Inc. for office furniture (SSP21082).
- 8. Maintenance Agreement (Public Right of Way) with EOLA Landholdings, LLC.
- 9. Permanent Easement (Flood Levee) and Easement (Temporary Construction Easement) with David J. Clardy 2017 Revocable Trust in association with Project No. FM-19-E.
- 10. Amendment to License Agreement with Malcolm Butler and Carol Pearson, and Easement (Temporary Construction Easement) and Permanent Easement (Levee for Flood Control) with Malcolm G. Butler (Project No. FM-19-F).

11. Encroachment Agreement (Balcony Installation) with Mosaic Group, LLC.
12. Bid award for Project Nos. FM-19-F1 and SR-21-A1.
13. State Water Commission request for cost reimbursement for the FM Metro Area Flood Risk Management Project for costs totaling \$9,862,646.70.
14. Notice of Grant Award with the ND Department of Health and Human Services for Title X Family Planning Program (CFDA #93.217).
15. Agreement with Richland County Health Department.
16. Notice of Grant Award Amendment with the ND Department of Health for Family Planning PHQ-2 and PHQ-9 Screening (CFDA# 93.994).
17. Subaward Agreement with the National Environmental Health Association.
18. Set April 19, 2021 at 5:15 p.m. as the date and time for a hearing on a dangerous building at 1343 2nd Avenue South.
19. Memorandum of Understanding with Family Healthcare Center, Inc.
20. Change Order No. 3 for a time extension to the substantial completion date to 4/30/21 for the GTC Underground Project (BP0041).
21. Waiver of Protest Agreement with Arcadia-Park View, LLC.
22. Resolution Approving Plat of Timber Parkway Fifth Addition.
23. Sole Source Procurement with czb, LLC (SSP21051).
24. Bid award for fuel purchase for the 3rd and 4th quarters of 2021 (RFV21027).
25. Bid award for 2021 oil products (RFP21065).
26. Bid award for 2021 filter products (RFP21064).
27. Extension of the Services Agreements – Lawn Maintenance Agreements with Glacier Snow Management Company, and Valley Green and Associates for the 2021 mowing season (RFP17063 and RFP17115).
28. Purchase of one S-330 Air Curtain Burner from Air Burners, Inc. in the amount of \$187,287.66 (PBC21-S330).
29. Fargo Public Schools Garbage Collection Service Contract renewal through 10/31/26.
30. Change Order No. 4 in the amount of -\$4,500.00 for GTC Remodel Project (AFB20017).
31. Budget adjustment for additional security services at the GTC and removal of the U-pass cost on the NDSU agreements for the 2020-2021 academic year.
32. Amendment No. 1 for Task Order No. 8 with Apex Engineering Group in the amount of \$17,800.00 for Project No. WA1910.

33. Task Order No. 10 with Apex Engineering Group in the amount of \$681,160.00 for Project No. WA1910.
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34. Change Orders for Project No. WA1863:  
a. No. 1 for an increase of \$72,000.00 and a 46-day time extension (general contract).  
b. No. 1 for an increase of \$8,016.89 (electrical contract).
35. Change Order No. 2 for an increase of \$30,900.00 for Project No. WA2004.
36. Contracts and bonds for Project Nos. PR-21-A1, PR-21-B1 and WA2005 (electrical, mechanical and construction).
37. Bills.
38. Change Order No. 2 for a time extension to the substantial completion date of 6/30/21 for Improvement District No. NN-19-A1.
39. Request for Infrastructure contingent upon plat recordation, execution of the Special Assessment Agreement and Letter of Credit for Improvement District No. BN-21-J1.
40. Contract award for consulting services to Apex Engineering Group for Improvement District No. BN-20-A2.
41. Bid awards for Improvement District Nos. BR-21-E1 and PR-21-C1.
42. Create Improvement District Nos. BN-21-B, PN-21-A, PR-21-G and SL-21-B.
43. Contract and bond for Improvement District No. FP-19-A1 (general contract).

#### **REGULAR AGENDA:**

44. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at [FargoND.gov/VirtualCommission](https://FargoND.gov/VirtualCommission)).**
45. **\*Public Input Opportunity\* - PUBLIC HEARINGS - 5:15 pm:**
- a. Application to transfer the Class "FA-Golf" Alcoholic Beverage License from Big Erv's Bar and Grill, LLC d/b/a Big Erv's at Rose Creek to Living the Dream, LLC d/b/a Legends at 1500 East Rose Creek Parkway South; continued from the 3/22/21 Regular Meeting.
- b. Application for a Class "ABH" Alcoholic Beverage License for Aparium Hotel Group, LLC d/b/a Jasper Hotel to be located at 215 Broadway North; continued from the 3/22/21 Regular Meeting.
- c. Application to transfer a Class "FA" Alcoholic Beverage License from Lucky U, LLC d/b/a Lucky's 13 Pub to Eclectic Culinary Concepts, Inc. d/b/a Lucky's 13 Pub located at 4301 17th Avenue South (more than a 5% ownership change).
- d. Application to transfer a Class "GH" Alcoholic Beverage License from Harihar, LLC d/b/a Himalayan Yak to 4 Stars Group, LLC d/b/a Himalayan Yak located at 1450 25th Street South, Suite 160 (more than a 5% ownership change).

- e. Application to transfer a Class "H" Alcoholic Beverage License from Pizza Ranch 45 St., Inc. d/b/a Pizza Ranch located at 4480 23rd Avenue South (stock ownership change, no corporate name change).
  - f. Application filed by Packet Digital, LLC for a property tax exemption for a project located at 3241 University Drive South which the applicant will use to launch a new project to design, build assemble and ship drone and space battery management systems.
  - g. Application filed by Tecton Products, LLC for a Payment in Lieu of Tax Exemption for a project located at 4401 15th Avenue North which the applicant will use in the operation of design and manufacturing custom fiberglass pultrude parts.
  - h. Renewal Plan for the Tax Increment Financing District No. 2021-01 (redevelopment of sites between 4th Street and the Red River from 7th Avenue South to 5th Avenue North).
46. COVID-19 Update:
- a. Fargo Cass Public Health Update.
  - b. City of Fargo Temporary Employment Policy.
  - c. Discussion regarding the Emergency Declaration.
47. Presentation by Gate City Bank regarding the Neighborhood Revitalization Initiative (NRI) Program.
48. Presentation of the 2020 Fargo Fire Department Annual Report.
49. Acceptance of the Urban Grant Program funds from the NDDOT for the 2nd Street Pedestrian Bridge.
50. Recommendation to change the review process for requests for Tax Increment Financing.
51. 2nd reading and final adoption of an Ordinance Relating to Restrictions on Sale, Service or Dispensing of Alcoholic Beverages; 1st reading on 3/22/21.
52. Update on the City of Fargo and Municipal Airport Authority separation process.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310 at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission).



**Office of the City Attorney**

**City Attorney**  
Erik R. Johnson

**Assistant City Attorney**  
Nancy J. Morris

April 1, 2021

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**RE: Ordinance Amending Section 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code**

Mayor and Commissioners,

Presented for your approval today is an amended ordinance, making one correction to the previously approved ordinance revising the fines for moving violations. In particular, you had previously approved doubling the fine for speeding in a construction zone. The fine reflected is correctly stated as \$160.00, but the change was not made in the heading regarding the sign to be posted when workers are present. This is not a substantive change, but rather a clean-up of the earlier revisions.

**Suggested motion.** I move to waive the receipt and filing of the enclosed ordinance one week prior to the first reading and that this be the first reading, by title, of an Ordinance amending section 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code relating to the classification of ordinance violations.

Please feel free to contact me if you have any questions or concerns.

Regards,



Nancy J. Morris

Enclosure

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 01-0305, OF ARTICLE 01-03 OF CHAPTER 01 OF THE FARGO MUNICIPAL CODE RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Code; and,

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and,

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purposes; and,

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Amendment.

Section 01-0305 of Article 01-03 of Chapter 01 of the Fargo Municipal Code is hereby amended to read as follows:

\* \* \*

C. Violations of the following ordinances are noncriminal offenses and shall require payment of a fee as follows:

\* \* \*

11. For a violation of 08-0502, a fee established as follows:

SPEED ZONES 55 mph or LESS:	
1—5 miles over limit	10.00

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1	6—10 miles over limit	\$10.00 plus \$2.00/each mph over 5 mph over limit
2	11—15 miles over limit	\$20.00 plus \$2.00/each mph over 10 mph over limit
3	16—20 miles over limit	\$30.00 plus \$4.00/each mph over 15 mph over limit
4	21—25 miles over limit	\$50.00 plus \$6.00/each mph over 20 mph over limit
5	26—35 miles over limit	\$80.00 plus \$6.00/each mph over 25 mph over limit
6	36—45 miles over limit	\$140.00 plus \$6.00/each mph over 35 mph over limit
7	46+ miles over limit	\$200.00 plus \$10.00/each mph over 45 mph over limit
8	SPEED ZONES greater than 55 mph:	
9	1—10 miles over limit	\$4.00/each mph over limit
10	11 + miles over limit	\$40.00 plus \$10.00/each mph over 10 mph over limit
11	SPEED ZONES greater than 65 mph: a fee of ten dollars (\$10.00) for each mile per hour over the limit.	
12	SPEEDING IN SCHOOL ZONE with children present:	
13	1—10 miles over limit	\$80.00
14	11+ miles over limit	\$80.00 plus \$2.00/each mph over 10 mph over limit
15	SPEEDING IN CONSTRUCTION ZONE — workers present and posted "Minimum fee \$80160.00"	
16	1—10 miles over limit	\$160.00
17	11+ miles over limit	\$160.00 plus \$4.00/each mph over 10 mph over limit

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

\* \* \*

Section 2. Penalty.

A person who violates this ordinance shall be deemed to have committed a non-criminal offense and shall pay the fee as provided in Section 1-0305.C of the Fargo Municipal Code, as the same may be amended from time to time.

Section 3. Effective Date.

This ordinance shall be in full force and effect from and after its passage and approval.

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

(2)

AN ORDINANCE REZONING A CERTAIN PARCEL  
OF LAND LYING IN CHAS A. ROBERTS ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Chas A. Roberts Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on March 2, 2021; and,

WHEREAS, the rezoning changes were approved by the City Commission on March 22, 2021,

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. The following described property:

East Twenty-seven (27) Feet of Lots One (1), Twenty-three (23), and Twenty-four (24), Block K of Chas A. Roberts Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "SR-3", Single-Dwelling Residential, District to "NC", Neighborhood Commercial, District.

Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1  
2  
3  
4  
5 Section 3. This ordinance shall be in full force and effect from and after its passage and  
6 approval.  
7

8 (SEAL)

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

9 Attest:  
10

11  
12 \_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:

**Office of the City Attorney**

**City Attorney**  
Erik R. Johnson

**Assistant City Attorney**  
Nancy J. Morris

April 1, 2021

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**RE: Dangerous Building located at 1021 10<sup>th</sup> Street North, Fargo, North Dakota**

Dear Commissioners,

Enclosed for your review and approval is an agreement for property demolition of a dangerous building between the city of Fargo and Select Portfolio Servicing, Inc. (SPS), owner of said dangerous building located at 1021 10<sup>th</sup> Street North, Fargo, ND 58102. A memorandum of agreement is also included for your review and approval for recording purposes.

After public hearing on January 11, 2021, the Board of City Commissioners issued its written Findings of Fact and Order, finding the building to be a dangerous building and ordering its demolition as authorized by Fargo Municipal Code §21-0405. The Order directed demolition by March 11, 2021. However, SPS has expressed a desire to either sell said property, by which the new owner would be apprised of and bound by the terms of this agreement and would undertake said demolition, or in the case SPS does not sell the property, SPS would remain responsible for demolition pursuant to this agreement. In either case, demolition must commence on or before June 11, 2021 and be completed no later than June 21, 2021. I have been working with Inspections Administrator, Bruce Taralson, on the terms of said agreement.

**SUGGESTED MOTION:** I move to approve the Agreement for Property Demolition of the dangerous building located at 1021 10<sup>th</sup> Street North and corresponding Memorandum of Agreement between the city of Fargo and Select Portfolio Servicing, Inc., owner of said dangerous building.

Please feel free to contact me or Bruce Taralson if you have any questions or concerns.

Sincerely,



Alissa R. Farol  
Assistant City Attorney

Encl.

cc: Bruce Taralson

**AGREEMENT FOR PROPERTY DEMOLITION**

This AGREEMENT FOR PROPOERTY DEMOLITION (hereinafter "Agreement") is entered into between the **CITY OF FARGO**, a North Dakota municipal corporation, whose address is 225 Fourth Street North, Fargo, North Dakota, 58102 (hereinafter "City"), and **SELECT PORTFOLIO SERVICING, INC.** on behalf of "U.S. Bank National Association, successor trustee to Bank of America N.A. successor trustee to LaSalle Bank N.A. trustee for the holders of the Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FF18" (hereinafter "SPS"), a Utah corporation, whose address is 3217 South Decker Lake Drive, Salt Lake City, Utah, 84119, owner of the property located at 1021 10th Street North, Fargo, North Dakota, 58102 (hereinafter "Subject Property").

**WHEREAS**, on January 11, 2021, the Board of City Commissioners of the City of Fargo held a public hearing on the dangerous building located at 1021 10<sup>th</sup> Street North, Fargo, North Dakota, 58102; and

**WHEREAS**, at the time of the proceedings, the Subject Property was owned by Jesse and Ivette Lugo; and

**WHEREAS**, a Judgment for mortgage indebtedness was filed against Jesse and Ivette Lugo in Cass County District Court on July 7, 2020 (Case No. 09-2019-CV-02840), and pursuant to the Court's Order, a Sheriff's sale was to occur, which said sale of the property did occur on December 16, 2020 and was purchased by "U.S. Bank National Association, Successor Trustee to Bank of America N.A. Successor Trustee to LaSalle Bank N.A. Trustee for the Holders of the Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FF18." U.S. Bank National Association acts as Trustee on a residential mortgage-backed securitization trust (the "RMBS" Trust), which is serviced by SPS; and

**WHEREAS**, on February 22, 2021 a "Release of Notice of Lis Pendens" was executed and recorded on February 23, 2021 at 10:45 a.m., as Document No. 1623266, indicating that the judgment had been satisfied, and as of March 3<sup>rd</sup>, 2021, SPS is the record title owner of the Subject



Property, more fully described below; and

**WHEREAS**, after public hearing on January 11, 2021, the Board of City Commissioners issued its written Findings of Fact and Order on January 25, 2021, finding the building is a dangerous building and ordering its demolition as authorized by Fargo Municipal Code § 21-0405, a copy of which Findings of Fact and Order is attached hereto as "Exhibit A". The Order provided demolition March 11, 2021; however, SPS has expressed a desire to either sell the property, by which the new owner would be bound to the terms of this Agreement and undertake demolition, or in the case SPS does not sell the Subject Property, SPS would remain responsible for demolition pursuant to this Agreement. The City is willing to extend the deadline to allow SPS additional time to possibly sell said Subject Property, where SPS or the new owner would undertake said demolition, provided certain conditions are met.

**NOW, THEREFORE**, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. The recitals previously set forth in this Agreement are incorporated herein.

2. U.S. Bank National Association, successor trustee to Bank of America N.A. successor trustee to LaSalle Bank N.A. trustee for the holders of the Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FF18 is the owner of the following real property located in the City of Fargo, County of Cass and State of North Dakota:

South Fifty-five (55) Feet of Lot E, Block Thirteen (13) of Chapin's Addition to the city of Fargo.

The street address for which is 1021 10<sup>th</sup> Avenue North, Fargo, ND, 58102.

3. The City agrees to refrain from entering the Subject Property to demolish the structure thereon until a date no earlier than June 11, 2021. The City hereby extends the deadline for SPS to demolish the structure, set forth in the January 25, 2021 Findings of Fact and Order ("Exhibit A") to June 11, 2021, and SPS is hereby specifically authorized to undertake said demolition on or before said date.

4. Prior to demolition, SPS shall obtain from the City all necessary permits for demolition and shall disconnect water and sewer connected to the dangerous building located on Subject Property.

5. SPS shall commence demolition of the dangerous building on Subject Property on or before June 11, 2021 and shall complete the demolition within 10 days thereof, but in no event later than June 21, 2021. Any delays in the issuance of necessary permits shall extend time period for corresponding number of days.

6. If said dangerous building on Subject Property is not demolished on or before June 21, 2021, City shall have the authority to enter upon and demolish the building located on Subject Property without further notice or proceedings. SPS expressly authorizes that the City shall enter the property and demolish the dangerous building located on Subject Property as set forth in the January 25, 2021 Findings of Fact and Order no earlier than June 11, 2021 if SPS has not commenced demolition on or before said date.

7. In the event SPS is able to enter into a contract for sale prior to June 11, 2021 but has not yet closed, this "outside date" shall, upon written request to the City together with a copy of the purchase agreement, be automatically extended for 90 days.

8. In the event the City demolishes the dangerous building on Subject Property, City is authorized to assess the costs and expenses of the demolition of the dangerous building against the Subject Property, as provided for by law, said assessment constituting a lien against the Subject Property. SPS waives any and all objections to and right to protests of the assessment thereof and the amount thereof.

9. SPS will not transfer or assign this Agreement or any of SPS's rights or obligations under this Agreement without the express written consent of the City which shall not be unreasonably withheld and is for the sole purpose to verify compliance with the terms of this Agreement, including upon any sale of the Subject Property or any portion of the Subject Property. As provided in this Agreement, all provisions shall be binding upon any successors and assigns of the parties hereto, including any purchase of any of the Subject Property, in accordance with the

terms thereof. SPS agrees to apprise any buyers or intended assigns of the existence and content of this Agreement, and any new buyer must agree to be bound by the terms of this Agreement. Upon closing and conveyance of title to a third party, SPS shall be released from all liability and responsibility related to the Subject Property and Findings of Fact and Order which is attached hereto as "Exhibit A".

10. SPS hereby authorizes the City to record a Memorandum of Agreement memorializing the terms of this Agreement against the Subject Property at the Office of the Cass County Recorder.

11. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

12. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

13. The effective date of this Agreement is the date of final signature by the undersigned entities.

*[Signature pages to follow.]*

DATED this 30<sup>th</sup> day of MARCH, 2021.

SELECT PORTFOLIO SERVICING, INC.,  
a Utah corporation

By Cindy Hill **Cindy Hill** 3-30-21  
Its \_\_\_\_\_ **Doc. Control Officer**

STATE OF UTAH

COUNTY OF SALT LAKE

)  
) ss.  
)

\* **Personally Known**  
\*\* **Doc. Control Officer**

On this 30 day of March, 2021, before me, a notary public in and for said county and state, personally appeared Cindy Hill ~~\*\*\*~~ to me known to be the person identified herein, described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

[Signature]  
Notary Public



DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF FARGO,**  
a North Dakota municipal corporation

By \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

STATE OF NORTH DAKOTA                    )  
  ) ss.  
COUNTY OF CASS                            )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and Auditor of the City of Fargo, described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota

**EXHIBIT "A"**

**[See attached]**

**FINDINGS OF FACT AND ORDER**  
**of the**  
**BOARD OF CITY COMMISSIONERS**  
**OF THE CITY OF FARGO**

Property Address: 1021 10<sup>th</sup> Street North, Fargo, North Dakota

Owners: Jesse and Ivette Lugo

A hearing was held before the Board of City Commissioners of the City of Fargo on the 11<sup>th</sup> of January, 2021 regarding property located at 1021 10<sup>th</sup> Street North, Fargo, North Dakota.

Bruce Taralson, Building Official, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Craig Richie, a North Dakota attorney, appeared and testified on behalf of his client, Select Portfolio Servicing, Inc. (SPS, Inc.).

The Board heard the testimony, considered the reports, evidence and other information presented, and hereby makes the following Findings of Fact:

**FINDINGS OF FACT**

1. That Jesse and Ivette Lugo are the owners of the following described real property located in the City of Fargo, County of Cass and State of North Dakota:

South Fifty-five (55) Feet of Lot E, Block Thirteen (13) of Chapin's Addition to the city of Fargo.

The street address for which is: 1021 10<sup>th</sup> Street North, Fargo, North Dakota, 58102.

2. That on October 4<sup>th</sup>, 2019, Steve Eickhoff, Building Inspector for the city of Fargo, inspected the property and found the building, consisting of a story and one-half, wood-framed structure to be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 108.1.5 of the International Property Maintenance Code concerning

dangerous structures.

3. That on September 23<sup>rd</sup>, 2020, James Haley, Deputy Assessor for the city of Fargo, performed an inspection on the property and determined that the estimated cost to repair the property would exceed fifty percent (50%) of the building value as established by the Fargo Assessment Department.

4. That the building is unsafe and is a dangerous building in the following respects:  
(a) concrete block foundation is buckling; (b) concrete and wood exterior steps are deteriorating; (c) basement pier is leaning; (d) signs of squatters; (e) significant roof deterioration; (f) interior water damage; (g) unsecured doors and windows; (h) chimney is crumbling; (i) rear stairs built without a permit and do not meet current code standards; (j) exterior rubbish and volunteer growth.

5. Further, the City Commission finds that the following conditions exist with respect to the subject property:

- a. The structure has been damaged or deteriorated for more than fifty percent (50%) of its original value;
- b. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and
- c. The building it is unsafe or dangerous to the health, moral safety or general welfare of the people of the city of Fargo.

6. That the information in the files of the Inspection Department and the City Assessor's Office stemming from various inspections of the property on or before October 4<sup>th</sup>, 2019 and September 23<sup>rd</sup>, 2020, with respect to the subject property are hereby accepted as true and correct.

7. That the building located at 1021 10<sup>th</sup> Street North, Fargo, North Dakota 58102, is hereby found to be a "dangerous building."

8. Notice of Dangerous Building was posted on the property on or about October 8<sup>th</sup>, 2019, in accordance with Municipal Code § 21-0404. The Notice of Dangerous Building informed



the owners, occupants, mortgagees, lessees, and all other persons having an interest in said property according to the records at the Office of the Recorder, that the "dangerous building" must be vacated and the building demolished within 30 days from the date of the notice.

9. Despite being ordered that the building on the subject property should be demolished or necessary permits be obtained within 30 days of the notice, the owners or anyone claiming to have an ownership interest in said building have failed to do so.

10. It was later discovered that a Judgment was filed in Cass County District Court on July 7<sup>th</sup>, 2020 against the owners for mortgage indebtedness (Case No. 09-2019-CV-02840).

11. That pursuant to the Court's Order, a Sheriff's sale was to occur, which said sale of the property did occur on December 16<sup>th</sup>, 2020 and was purchased by "U.S. Bank National Association, Successor Trustee to Bank of America N.A. Successor Trustee to LaSalle Bank N.A. Trustee for the Holders of the Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FF18." U.S. Bank National Association acts as Trustee on a residential mortgage-backed securitization trust (the "RMBS" Trust), which is serviced by SPS, Inc.

12. That pursuant to North Dakota Century Code § 32-19-18, the owners, Jesse and Ivette Lugo, may "redeem" the property from the foreclosure sale within sixty (60) days after the sale by paying the amount bid at the Sheriff's sale plus interest on that amount at the same rate as the obligation secured by the mortgage. Jesse and Ivette Lugo retain ownership of the property until the 60-day redemption period has expired. If the property has not been redeemed within 60-days, the purchaser at the Sheriff's sale receives a Sheriff's deed which completes the formal transfer of the property.

13. The owners or anyone claiming to have an ownership interest in said building have not sufficiently presented cause why the "dangerous building" should not be demolished.

14. That Inspections Department may secure the removal of this building if the owners or anyone claiming to have an ownership interest in said building fail to comply with city ordinances and demolish the property on or before March 11<sup>th</sup>, 2021.

15. Any cost of demolition shall be assessed against the subject property in accordance with Fargo Municipal Code §21-0405(E).


**ORDER**

Based on the foregoing Findings of Fact, it is hereby ORDERED that Jesse and Ivette Lugo, or anyone else claiming an ownership interest in said building, shall demolish the "dangerous building" located at 1021 10<sup>th</sup> Street North, Fargo, North Dakota by March 11<sup>th</sup>, 2021.

It is further ordered that if the owners or anyone else claiming an ownership interest in said building fail to demolish said "dangerous building," the City Auditor, Building Inspector and City Attorney are directed to act on behalf of the city of Fargo to cause the "dangerous building" to be demolished, and the cost of said demolition to be assessed against the subject property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this 25 day of January, 2021.

BOARD of CITY COMMISSIONERS of the CITY  
OF FARGO,  
a North Dakota Municipal Corporation

By   
Timothy J. Mahoney, M.D., Mayor

ATTEST:

  
Steven Sprague, City Auditor

**NOTICE OF ENTRY OF ORDER**


TO: JESSE AND IVETTE LUGO AND ALL OTHER PERSONS HAVING AN OWNERSHIP  
INTEREST IN THIS PROPERTY

RE: PROPERTY AT 1021 10<sup>TH</sup> AVENUE SOUTH, FARGO, NORTH DAKOTA 58102

YOU ARE HEREBY GIVEN NOTICE that you shall have 30 days from the date of service of Findings of Fact and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all in accordance with the appeal procedure set forth in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous building" on the subject property may be demolished by the city of Fargo at any time on or after March 11<sup>th</sup>, 2021.

DATED this 25 day of January, 2021.

BOARD OF CITY COMMISSIONERS  
CITY OF FARGO, a North Dakota Municipal  
Corporation

By   
Timothy J. Mahoney, M.D., Mayor

ATTEST:

  
Steven Sprague, City Auditor

**MEMORANDUM OF AGREEMENT**  
**REGARDING AGREEMENT FOR PROPERTY DEMOLITION**

THIS MEMORANDUM OF AN AGREEMENT, is made this 30<sup>TH</sup> day of MARCH, 2021, by and between the CITY OF FARGO, a North Dakota municipal corporation (hereinafter "City"), and SELECT PORTFOLIO SERVICING, INC. on behalf of "U.S. Bank National Association, successor trustee to Bank of America N.A. successor trustee to LaSalle Bank N.A. trustee for the holders of the Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FF18" (hereinafter "SPS"), a Utah corporation. The City and SPS shall be cumulatively referred to herein as the "Parties" and separately as a "Party."

The parties have entered into an Agreement for Property Demolition dated as of the 30<sup>TH</sup> day of MARCH, 2021, (hereinafter referred to as the "Agreement") concerning certain property situate in the city of Fargo, Cass County, North Dakota, more fully described as follows:

South Fifty-five (55) Feet of Lot E, Block Thirteen (13) of Chapin's Addition to the city of Fargo.

The street address for which is: 1021 10<sup>th</sup> Avenue North, Fargo, ND, 58102.

(hereinafter "Subject Property")

1. As part of the Agreement, SPS will commence demolition of dangerous building on Subject Property on or before June 11, 2021 and said demolition shall be completed no later than

June 21, 2021. If demolition of the dangerous building on Subject Property has not commenced by June 11, 2021 or said demolition is not complete by June 21, 2021, the City is authorized to enter upon and demolish said building without further notice or proceedings, and is authorized to assess the costs and expenses of the demolition against the Subject Property, as provided for by law, said assessment constituting a lien against the Subject Property.

2. In the event SPS is able to contract for sale of Subject Property prior to June 11, 2021 but has not yet closed, this "outside date" shall, upon written request to the City together with a copy of the purchase agreement, be automatically extended for 90 days.

3. This Memorandum of Agreement incorporates by reference all the other terms and provisions of the Agreement above-described, a copy of said Agreement being on file at the office of the City Auditor, Fargo City Hall, 225 North Fourth Street, Fargo, North Dakota.

4. The property that is the subject of the Agreement is the Subject Property, above-described.

5. As provided in said Agreement, all provisions of the Agreement shall be deemed binding upon the successors and assigns of the parties hereto, including any purchase of any of the Subject Property, in accordance with the terms thereof. SPS agrees to apprise any buyers or intended assigns of the existence and content of the Agreement.

*[Signature Pages to Follow.]*

Dated: 30<sup>TH</sup> MARCH 2021

**SELECT PORTFOLIO SERVICING, INC.,**  
a Utah corporation

By: Cindy **Cindy Hill** 3-30-21

Doc. Control Officer

Its: \_\_\_\_\_  
**Doc. Control Officer**

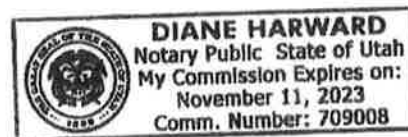
STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

~~X~~ **Doc. Control Officer**

On this 30 day of March, 2021, before me, a notary public in and for said county and state, personally appeared Cindy Hill ~~X~~, to me known to be the person identified herein, described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

[Signature]  
Notary Public

(SEAL)



Dated: \_\_\_\_\_

**CITY OF FARGO**, a North Dakota Municipal Corporation

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

STATE OF NORTH DAKOTA     )  
  ) ss.  
COUNTY OF CASS             )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

(SEAL)





**GAMING SITE AUTHORIZATION**  
OFFICE OF ATTORNEY GENERAL  
SFN 17996 (02/2018)

*(Signature)*

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization Jon Greenley Amvets Post # 7

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Hi - Ho Burgers & Brews			
Street 3051 25th St S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/21	Ending Date(s) Authorized 6/30/22	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) South Wall - Where Alcohol can be served			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date 4/5/2021
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

**INSTRUCTIONS:**

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

**RETURN ALL DOCUMENTS TO:**

Office of Attorney General  
Licensing Section  
600 E Boulevard Ave, Dept. 125  
Bismarck, ND 58505-0040  
Telephone: 701-328-2329 OR 800-326-9240

**GAMING SITE AUTHORIZATION**

OFFICE OF ATTORNEY GENERAL

SFN 17996 (02/2018)

 G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

 Full, Legal Name of Gaming Organization **Jon Greenley Amvets Post # 7**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location <b>Amvets</b>			
Street <b>1001 1st Ave S</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/21</b>		Ending Date(s) Authorized <b>6/30/22</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>West Wall - Where Alcohol can be Served</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input checked="" type="checkbox"/> Sports Pools
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General

Date

Signature of City/County Official

Date  
**4/5/2021**

PRINT Name and official position of person signing on behalf of city/county above

**Steve Sprague/City Auditor****INSTRUCTIONS:**

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**GAMING SITE AUTHORIZATION**  
OFFICE OF ATTORNEY GENERAL  
SFN 17996 (02/2018)

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G - \_\_\_\_\_ (\_\_\_\_\_)\_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **Red River Human Services Foundation**

**The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location**

Name of Location <b>The Elks Lodge #260</b>			
Street <b>3435 North Broadway</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/21</b>	Ending Date(s) Authorized <b>6/30/22</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Gaming area is the entire bar (except restrooms/office/storage areas)</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>4/5/2021</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

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**GAMING SITE AUTHORIZATION**

OFFICE OF ATTORNEY GENERAL

SFN 17996 (02/2018)

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Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Red River Human Services Foundation

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location      The Northern			
Street    325 10th Street North	City      Fargo	ZIP Code    58102	County      Cass
Beginning Date(s) Authorized    7/1/21	Ending Date(s) Authorized    6/30/22	Number of twenty-one tables if zero, enter "0":      3	
Specific location where games of chance will be conducted <u>and</u> played at the site (required)      SW are of Bombshelter - Northern area of main bar / Gaming Area is the entire bar			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General

Date

Signature of City/County Official

Date

4/5/2021

PRINT Name and official position of person signing on behalf of city/county above

Steve Sprague/City Auditor

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**GAMING SITE AUTHORIZATION**  
**OFFICE OF ATTORNEY GENERAL**  
 SFN 17996 (02/2018)

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G - \_\_\_\_\_ ( ) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **PLAINS ART MUSEUM**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location <b>WILD BILL'S SPORTS SALOON</b>			
Street <b>1776 45TH ST S</b>	City <b>FARGO</b>	ZIP Code <b>58103</b>	County <b>CASS</b>
Beginning Date(s) Authorized <b>7/1/21</b>	Ending Date(s) Authorized <b>6/30/22</b>	Number of twenty-one tables if zero, enter "0": <b>1</b>	
Specific location where games of chance will be conducted and played at the site (required)			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
<b>ACTIVITY TO BE CONDUCTED</b> Please check all applicable games to be conducted at site (required)	
<input checked="" type="checkbox"/> Bingo <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo <input checked="" type="checkbox"/> Raffles <input checked="" type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle <input checked="" type="checkbox"/> Pull Tab Jar <input checked="" type="checkbox"/> Pull Tab Dispensing Device <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device	<input checked="" type="checkbox"/> Club Special <input checked="" type="checkbox"/> Tip Board <input checked="" type="checkbox"/> Seal Board <input checked="" type="checkbox"/> Punchboard <input checked="" type="checkbox"/> Prize Board <input checked="" type="checkbox"/> Prize Board Dispensing Device <input type="checkbox"/> Sports Pools <input checked="" type="checkbox"/> Twenty-One <input checked="" type="checkbox"/> Poker <input checked="" type="checkbox"/> Calcuttas <input checked="" type="checkbox"/> Paddlewheels with Tickets <input checked="" type="checkbox"/> Paddlewheel Table

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>4/5/2021</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

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**GAMING SITE AUTHORIZATION**  
**OFFICE OF ATTORNEY GENERAL**  
 SFN 17996 (02/2018)

(46)

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Site License Number  
**(Attorney General Use Only)**

Full, Legal Name of Gaming Organization **PLAINS ART MUSEUM**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location <b>KING PIN CASINO - (THE BOWLER)</b>			
Street <b>2630 UNIVERSITY DR. S.</b>	City <b>FARGO</b>	ZIP Code <b>58103</b>	County <b>CASS</b>
Beginning Date(s) Authorized <b>7/1/21</b>	Ending Date(s) Authorized <b>6/30/22</b>	Number of twenty-one tables if zero, enter "0": <b>4</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>ENTIRE FACILITY - EXCLUDING RESTROOMS AND OFFICE AREAS</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

<b>RESTRICTIONS (City/County Use Only)</b>	
Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
<b>ACTIVITY TO BE CONDUCTED</b> Please check all applicable games to be conducted at site (required)	
<input checked="" type="checkbox"/> Bingo <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo <input checked="" type="checkbox"/> Raffles <input checked="" type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle <input checked="" type="checkbox"/> Pull Tab Jar <input checked="" type="checkbox"/> Pull Tab Dispensing Device <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device	<input checked="" type="checkbox"/> Club Special <input checked="" type="checkbox"/> Tip Board <input checked="" type="checkbox"/> Seal Board <input checked="" type="checkbox"/> Punchboard <input checked="" type="checkbox"/> Prize Board <input checked="" type="checkbox"/> Prize Board Dispensing Device
<input type="checkbox"/> Sports Pools <input checked="" type="checkbox"/> Twenty-One <input checked="" type="checkbox"/> Poker <input checked="" type="checkbox"/> Calcuttas <input checked="" type="checkbox"/> Paddlewheels with Tickets <input checked="" type="checkbox"/> Paddlewheel Table	

<b>APPROVALS</b>	
Attorney General	Date
Signature of City/County Official	Date <b>4/5/2021</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

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**GAMING SITE AUTHORIZATION**  
**OFFICE OF ATTORNEY GENERAL**  
 SFN 17996 (02/2018)

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G - \_\_\_\_\_ ( ) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **PLAINS ART MUSEUM**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location <b>BLUE WOLF CASINO - (CACTUS JACKS/WEST ACRES BOWL)</b>			
Street <b>3402 INTERSTATE BLVD S.</b>	City <b>FARGO</b>	ZIP Code <b>58103</b>	County <b>CASS</b>
Beginning Date(s) Authorized <b>7/1/21</b>		Ending Date(s) Authorized <b>6/30/22</b>	Number of twenty-one tables if zero, enter "0": <b>6</b>
Specific location where games of chance will be conducted and played at the site (required) <b>ENTIRE FACILITY - EXCLUDING RESTROOMS AND OFFICE AREAS</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known <b>POKER DATE TO BE DETERMINED</b>			

RESTRICTIONS (City/County Use Only)	
Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
<b>ACTIVITY TO BE CONDUCTED</b> Please check all applicable games to be conducted at site (required)	
<input checked="" type="checkbox"/> Bingo <input checked="" type="checkbox"/> ELECTRONIC Quick Shot Bingo <input checked="" type="checkbox"/> Raffles <input checked="" type="checkbox"/> ELECTRONIC 50/50 Raffle <input checked="" type="checkbox"/> Pull Tab Jar <input checked="" type="checkbox"/> Pull Tab Dispensing Device <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device	<input checked="" type="checkbox"/> Club Special <input checked="" type="checkbox"/> Tip Board <input checked="" type="checkbox"/> Seal Board <input checked="" type="checkbox"/> Punchboard <input checked="" type="checkbox"/> Prize Board <input checked="" type="checkbox"/> Prize Board Dispensing Device <input type="checkbox"/> Sports Pools <input checked="" type="checkbox"/> Twenty-One <input checked="" type="checkbox"/> Poker <input checked="" type="checkbox"/> Calcuttas <input checked="" type="checkbox"/> Paddlewheels with Tickets <input checked="" type="checkbox"/> Paddlewheel Table

APPROVALS	
Attorney General	Date
Signature of City/County Official	Date <b>4/5/2021</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

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OFFICE OF ATTORNEY GENERAL  
SFN 17996 (02/2018)

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **PLAINS ART MUSEUM**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location <b>BIG TOP BINGO</b>			
Street <b>901 25TH ST S</b>	City <b>FARGO</b>	ZIP Code <b>58103</b>	County <b>CASS</b>
Beginning Date(s) Authorized <b>7/1/21</b>	Ending Date(s) Authorized <b>6/30/22</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>ENTIRE FACILITY - EXCLUDING RESTROOMS AND OFFICE AREAS</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

<b>RESTRICTIONS (City/County Use Only)</b>		
Days of week of gaming operations (if restricted)		Hours of gaming (if restricted)
<b>ACTIVITY TO BE CONDUCTED</b> Please check all applicable games to be conducted at site (required)		
<input checked="" type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input checked="" type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input checked="" type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input checked="" type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input checked="" type="checkbox"/> ELECTRONIC 50/50 Raffle	<input checked="" type="checkbox"/> Punchboard	<input checked="" type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input checked="" type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input checked="" type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

<b>APPROVALS</b>	
Attorney General	Date
Signature of City/County Official	Date <b>4/5/2021</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

**INSTRUCTIONS:**

1. City/County-Retain a copy of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

**RETURN ALL DOCUMENTS TO:**

Office of Attorney General  
Licensing Section  
600 E Boulevard Ave, Dept. 125  
Bismarck, ND 58505-0040  
Telephone: 701-328-2329 OR 800-326-9240





**GAMING SITE AUTHORIZATION**  
**OFFICE OF ATTORNEY GENERAL**  
 SFN 17996 (02/2018)



G - \_\_\_\_\_ (\_\_\_\_\_)\_\_\_\_\_

Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Horse Race North Dakota**

**The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location**

Name of Location <b>Edgewood Tavern</b>			
Street <b>19 Golf Course Rd Ste #2</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>4/1/21</b>	Ending Date(s) Authorized <b>6/30/21</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>Games will be conducted and played in the bar area, excluding bathrooms</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted) \_\_\_\_\_ Hours of gaming (if restricted) \_\_\_\_\_

**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>4/5/2021</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

**INSTRUCTIONS:**

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
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Office of Attorney General  
 Licensing Section  
 600 E Boulevard Ave, Dept. 125  
 Bismarck, ND 58505-0040  
 Telephone: 701-328-2329 OR 800-326-9240



**AMENDED**

**GAMING SITE AUTHORIZATION**  
OFFICE OF ATTORNEY GENERAL  
SFN 17996 (02/2018)

42

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **Boys & Girls Club of the Red River Valley**

**The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location**

Name of Location <b>Fargo Billiards / Gastropub</b>			
Street <b>3234 43rd Avenue South</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>CASS</b>
Beginning Date(s) Authorized <b>4/1/21</b>	Ending Date(s) Authorized <b>6/30/21</b>	Number of twenty-one tables if zero, enter "0": <b>2</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>Entire Bar Area Excluding Restrooms</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo <input type="checkbox"/> Raffles <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle <input checked="" type="checkbox"/> Pull Tab Jar <input type="checkbox"/> Pull Tab Dispensing Device <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device	<input type="checkbox"/> Club Special <input type="checkbox"/> Tip Board <input type="checkbox"/> Seal Board <input type="checkbox"/> Punchboard <input type="checkbox"/> Prize Board <input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Sports Pools <input checked="" type="checkbox"/> Twenty-One <input type="checkbox"/> Poker <input type="checkbox"/> Calcuttas <input type="checkbox"/> Paddlewheels with Tickets <input type="checkbox"/> Paddlewheel Table
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**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>4/5/2021</b>
<b>PRINT</b> Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

**INSTRUCTIONS:**

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

**RETURN ALL DOCUMENTS TO:**

Office of Attorney General  
Licensing Section  
600 E Boulevard Ave, Dept. 125  
Bismarck, ND 58505-0040  
Telephone: 701-328-2329 **OR** 800-326-9240



OFFICE OF ATTORNEY GENERAL  
SFN 9338 (08/2019)

☒ Local Permit

\* ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to <b>Fargo Lions</b>		Date(s) of Activity <b>9/13/21 to 12/27/21</b>		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Trent Freier</b>		Title <b>Treasurer</b>		Business Phone Number <b>701-226-1475</b>	
Business Address <b>PO Box 21</b>		City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58102</b>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Radisson Hotel</b>		Site Address <b>200 N 5th St</b>			
City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58102</b>	County <b>Cass</b>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.					
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input checked="" type="checkbox"/> <b>Sports Pool</b> <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**


Game Type	Description of Prize	Retail Value of Prize
Sports pool	Cash	\$9,600. <sup>00</sup>
Monday Night Football (NFL) calendar sports pool - Cash prizes of \$50 each game per board. 16 games in season for total prizes of \$800 per board set (book) sold.		
Maximum book sales of 12 for maximum prize payouts of \$9,600. <sup>00</sup>		
		(Limit \$40,000 per year)
Total:	\$	9,600. <sup>00</sup>

Intended uses of gaming proceeds: Lions Club Charitable programs

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☐ No ☐ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ \_\_\_\_\_. *This amount is part of the total prize limit of \$40,000 per year.*

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
	3/17/2021	President	701-361-4041



## MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Extension – Boiler Room

DATE: April 1, 2021

The Auditor's office received a request to transfer the Chef's Table FA liquor license from 670 4<sup>th</sup> Ave N to The Boiler Room at 210 Broadway and to grant a 6-month extension of the requirements of 25-1512 for the FA-RZ license currently at the Boiler Room to allow time to develop a new business venture.

The ownership of the licenses is the same, Dan Hurder, this change will simplify business processes and allow them to operate more efficiently.

The Liquor Control Board recommended approval of the requested extension.

Please approve the transfer of the FA liquor license currently located at 670 4<sup>th</sup> Ave N used by Chef's Table to the Boiler Room located at 210 N Broadway and approve a 6-month extension for the FA-RZ license.

**Recommended Motion:**

**Move to approve a transfer of Chef's Table class FA liquor license from 670 4<sup>th</sup> Ave N to The Boiler Room located at 210 N Broadway and approve a six month extension of the requirements of 25-1512 for the FA-RZ once held at The Boiler Room.**



From: Dan Hurder, CEO  
Great Plains Hospitality  
670 4<sup>th</sup> Ave N  
Fargo, ND 58102

To: Steve Sprague, City Auditor  
City of Fargo  
225 4<sup>th</sup> St. N  
Fargo, ND 58102

Mr. Sprague-

I would like to request two action items be made regarding liquor licenses currently held by various businesses within our portfolio.

- 1) It is requested that liquor license FA-29, currently held by Chef's Table Events (previously Barbacoa), be transferred and utilized at the licensed premise known as The Boiler Room plus adjacent spaces including the patio and Marge's Bar. This will allow us to continue offering off-premise catering services of alcohol to compliment the food services provided through our catering company, without having to run separate sales numbers for two separate business entities.
- 2) It is requested that FARZ-5, the license currently held by Downtown Tavern LLC dba The Boiler Room, be allowed to be retained for a period of 6 months while we determine how best to utilize that investment as the company continues to navigate the coming months.

I appreciate your consideration of these requests and am happy to answer any questions you might have.

Sincerely,

Dan Hurder

REPORT OF ACTION**FINANCE COMMITTEE**

⑦

**Project:** Specialized Price Agreement (SPA) for Furniture  
**Location:** Various City Departments  
**Date of Hearing:** March 29, 2021

Routing Date  
 City Commission 04/05/2021

At the request of several City departments, Gregg Schildberger negotiated a specialized price agreement (SPA) for utilization between The City of Fargo and Haworth, Inc. Schildberger presented the SPA for sole source consideration.

As the lead furniture manufacturer for the Fargo City Hall project, Haworth has a history of strong performance in quality, craftsmanship, service and repair with the City. The City Hall project involved a full RFP process which arrived at Haworth (and its local supplier, Christianson's Business Furniture) being the lead manufacturer of City Hall furniture due to its quality, pricing and service. In addition, several departments have utilized Christianson's Business Furniture for many years and have been very satisfied with the products and service.

Haworth/Christianson's offered other City departments and projects (including the Ground Transportation Center refurb) the ability to piggyback on the competitive pricing secured through the large City Hall project for two (2) years following this project. Since this time has now passed, departments have inquired about the ability to negotiate a new contract with Haworth that would offer greater discounts than those currently available via the universal OMNIA municipality contract or others.

Allowing a sole source procurement would allow departments to pay less for high quality items based on an agreed-upon automatic percentage discount from list/retail prices. It would also greatly reduce the amount of staff time required to bid or RFP projects, while ensuring the eventual project met the needs of the City.

The City has more than \$150,000 in shovel-ready projects within its Municipal Court, Human Resources, Public Works and FARGODOME departments which would immediately be able to utilize a new SPA if the City was allowed to do so.

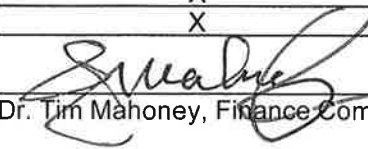
Since the City has a prior relationship with Haworth and has a slate of shovel-ready projects, staff was successful in negotiating and obtaining a high degree of savings off of the list/retail price if the City entered into its own contract (rather than piggybacking off other generic national contracts) at this time. Similar to the OMNIA contractual terms, Haworth has agreed to provide blanket/uniform discounts across its entire slate of product lines which can be utilized by the City. This SPA format is used nationwide by thousands of companies and municipalities to receive reduced rates on an array of products.

The SPA can be utilized by any City department for up to four (4) years from the date of acceptance and there is no contractual requirement for the City to spend a minimum amount per year to qualify for this SPA. There also is no requirement for the City to exclusively utilize Haworth for its furniture needs.

**MOTION:**

On a motion by Redlinger, seconded by Costin, the Finance Committee voted unanimously to approve a sole source procurement and the approval of a specialized price agreement (SPA) with Haworth, Inc. for furniture needs across City departments.

<b><u>COMMITTEE:</u></b>	<b><u>Present</u></b>	<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Unanimous</u></b>
				X
				Proxy
Dr. Tim Mahoney, Mayor	X			
Dave Piepkorn, City Commissioner	X			
Bruce Grubb, City Administrator	X			
Mike Redlinger, Assistant City Administrator	X			
Kent Costin, Director of Finance	X			
Steve Sprague, City Auditor	X			

  
 Dr. Tim Mahoney, Finance Committee Chair

## PURCHASE AGREEMENT

81714

THIS AGREEMENT between **CITY OF FARGO** (Buyer), and **HAWORTH® INC.**, (Seller) will commence the 6th day of April 2021 and expire on the 31st day of March 2025. Buyer's subsidiaries and/or affiliates may also elect to purchase under this Agreement. Upon mutual agreement of both Buyer and Seller, this contract may be renewed for one twelve-month period after the original contract terms have expired. It may be terminated upon 60 days written notice to the other party. This Agreement will apply to all orders received prior to the effective date of termination. This Agreement takes precedence over any other Agreement between Buyer and Seller including Buyer's Purchase Order. It may not be modified unless mutually agreed upon in writing between Buyer and Seller.

The Buyer and Seller mutually understand that independent third party service providers may be employed by Buyer from time to time. These third party services providers may be general contractors, design and furniture consultants, facilities and asset management companies, or affiliates. Seller agrees to provide these service providers with all the materials within its control to allow the independent service provider to perform its duties. Buyer agrees that the terms of this agreement will not be renegotiated by the retained independent service provider, and will comply with all the terms and conditions contained within this agreement, including payment terms.

Buyer recognizes Seller as the preferred vendor for all applicable products available from Seller to meet its office furnishings requirements over the duration of this contract. This commitment shall also apply to new product acquisitions and/or introductions, with the pricing of those products to be determined at the time of introduction.

- Buyer's prices for products on a single purchase order will be determined by applying the discounts specified in Attachment A to Seller's list prices in effect at the time of Seller's receipt of purchase order. Shipment must occur within 120 days of purchase order acceptance.
- Quotes will be honored for a maximum limit of two years. The start date of the two-year period is the original quote creation date. The discounting and list pricing for the quote are what will be honored. For any revisions done to the original quote, the start time of the two-year hold period will be reset to match the date of the quote revision. Current list pricing at the time of the revision will apply.
- Seller will provide sixty-day advance notice to Buyer prior to the effective date of any price adjustments to published catalogs.
- Purchase orders must be issued to Seller, in care of Preferred Haworth Dealer or Authorized Haworth Dealer or to Haworth Authorized Dealer.
- Payment terms are net thirty (30) days from invoice date. Past due amounts will accrue a finance charge of 1½% per month. If circumstances do not warrant open-account credit, other payment terms will be applied.
- Seller will invoice Buyer electronically to the e-mail address provided in the "Notices" section of this Agreement or other e-mail addresses as provided.
- Seller's list prices do not include sales, use or similar taxes. Buyer is responsible to remit to Seller all such taxes when invoiced. A tax exemption certificate (if applicable) must be on file with Seller prior to product shipment.

- Deliveries will be C.P.T. Seller's facility for continental U.S. locations, C.I.F. destination port for non-continental U.S. locations, D.D.P destination for orders shipping to Canada, and D.A.P. for Mexico.
- Requests for order changes or cancellations must be in writing to Seller and are subject to Seller's approval. If approved, Seller will make charges according to published policy.
- Seller's standard North American Life-Time Warranty will apply.
- Seller will provide furniture layout design, assembly, or installation services, through an authorized dealer, on a separately negotiated contract basis. Buyer agrees to utilize Haworth Dealers or their Certified Installers to install Haworth office furniture products.
- If Buyer does not accept delivery of product that conforms to Buyer's purchase order, Seller may store product and Buyer will reimburse Seller for all storage charges at cost.
- This contract will be linked directly to the Omnia Multiple Award contract number 80435.

Export Compliance.

- Customer agrees that it shall be responsible for being knowledgeable as to all laws, regulations, and requirements of the United States and all other countries and jurisdictions regarding the export, re-export, sale, resale, shipment, transfer, diversion, release, or import (collectively, "**Trade Laws**") of Haworth products, good, and other items furnished hereunder (whether tangible or intangible, including without limitation commodities and technical data) (collectively, "**Goods**").
- Customer acknowledges that Trade Laws include (but are not limited to), and that some or all of the Goods may be subject to export controls and sanctions under, the United States Export Administration Regulations and regulations of the United States Office of Foreign Assets Controls ("**OFAC**").
- Customer agrees that it will not, and that it will cause its subsidiaries and other affiliates to not, directly or indirectly, export, re-export, sell, resell, ship, transfer, divert, release, or import, or cause to be exported, re-exported, sold, resold, shipped, transferred, diverted, released, or imported, any Goods to any country, end-use, or end-user that requires an export license, authorization, or other approval under any applicable Trade Laws without first obtaining, at its or their own cost, such license, approval, or other authorization.
- Customer acknowledges that end-users and end-uses that may require such export license or other approval include, without limitation, (i) any person, entity, organization, or other party identified on the United States Department of Commerce's Denied Persons or Entity List, the United States Department of Treasury's Specially Designated Nationals or Blocked Persons List, or the United States Department of State's Debarred Parties List, each as published and revised from time to time, and (ii) any end-use involving nuclear applications, chemical/biological weapons or missile, rocket systems, or unmanned air vehicle applications.
- Customer agrees to abide by, and to cause its subsidiaries and other affiliates to abide by, OFAC's regulations on United States trade sanctions and embargoes to the extent applicable. As of the date of this Agreement, OFAC sanctioned and embargoed countries and related regulations are referenced at <http://www.treas.gov/offices/enforcement/ofac/programs/index.shtml>.
- Customer agrees to apply for and obtain, and to cause its subsidiaries and other affiliates to apply for and obtain, and its and their sole cost, all export licenses, approvals, and other authorizations required under any applicable Trade Laws and to furnish a copy of any such license or authorization to Haworth upon request.



- Customer agrees to indemnify, defend, and hold Haworth and its parent companies, subsidiaries, and other affiliates harmless from any and all damages, losses, judgements, penalties, assessments, costs, expenses, and other liabilities (including without limitation costs and expenses of attorneys and other professional advisers) caused by, resulting from, or relating to Customer's failure to comply with any of its covenants, agreements, and obligations in this Section.

- All notices under this Agreement will be given by first class mail, addressed:

a. If to Buyer:

**CITY OF FARGO**

225 4<sup>th</sup> St N

Fargo ND 58102

Attention:

b. If to Seller:

**HAWORTH, INC.**

One Haworth Center

Holland MI 49423

Attention: Business Resource Center Consultant

IN WITNESS WHEREOF, Seller and Buyer have executed this Sales Agreement.

**CITY OF FARGO**

**HAWORTH, INC.**

By \_\_\_\_\_

By \_\_\_\_\_  
Matthew Corl

By \_\_\_\_\_

Its \_\_\_\_\_

Its Manager – Pricing of Contracts

Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## HAWORTH

**ATTACHMENT A**  
**Discount Schedule**  
**CITY OF FARGO**  
**PREFERRED VENDOR**

81714 for orders shipping to continental U.S., Canada, and Mexico locations, accessing North American price list

Product Group	Systems and Tables Products	Seating Products	Storage Products	Wood Casegoods & Wood Tables	Architectural Interiors	List Dollar Value	Customer Discount Product Only
I Regular Lead Time	UniGroup®, PLACES®, UniGroup® Too					\$1 or More	74%
II Regular Lead Time	Adaptable Components					\$1 or More	80%
III Regular Lead Time	Compose®					\$1 or More	80%
IV Regular Lead Time	PREMISE®					\$1 or More	74%
V Regular Lead Time	Intuity®, Active Components™, Patterns™, Reside® Desking	Cabana Lounge™	A Series®	Suite™		\$1 or More	55%
VI Regular Lead Time		Hello®, ToDo®, Harbor Work Lounge®, Openest®, Poppy™, Riverbend™, Pebble™,		Masters Series®		\$1 or More	55%
VII Regular Lead Time	Hop®, Jump®					\$1 or More	58%
VIII Regular Lead Time		Very® Task				\$1 or More	57%
IX Regular Lead Time		Very®				\$1 or More	60%
X Regular Lead Time	Jive®, Swivel™					\$1 or More	58%
XI Regular Lead Time		Maari™				\$1 or More	54.1%
XII Regular Lead Time	Planes®		Compose® Storage			\$1 or More	60%
XIII Regular Lead Time	Belong™ & Jump®stuff Work Tools					\$1 or More	50%
XIV Regular Lead Time	Ergotron					\$1 or More	49.5%

## HAWORTH

Product Group	Systems and Tables Products	Seating Products	Storage Products	Wood Caseworks & Wood Tables	Architectural Interiors	List Dollar Value	Customer Discount Product Only
XV Regular Lead Time	Workware®, Technology Products					\$1 or More	57%
XVI Regular Lead Time		Fern®				\$1 or More	53%
XVII Regular Lead Time		Zody®				\$1 or More	60%
XVIII Regular Lead Time		Soji®				\$1 or More	52%
XX Regular Lead Time			X Series® Caseworks, X Series® Peds			\$1 or More	70%
XXI Regular Lead Time		Look®	V Series® Caseworks, Beside®			\$1 or More	65%
XXIII Regular Lead Time		Improv®				\$1 or More	65%
XXIII Regular Lead Time		Cassis™, Candor®, Lively®				\$1 or More	57%
XXIV Regular Lead Time		X99®				\$1 or More	64%
XXV Regular Lead Time					Enclose®, Wall Glass	\$1 or More	57%
XXVI Regular Lead Time	Haworth Collection-Haworth®					\$1 or More	41%
XXVII Regular Lead Time	Haworth Collection Pablo Designs, Haworth Collection-GAN					\$1 or More	10%
XXVIII Regular Lead Time	Haworth® Health Environments, Atwell™					\$1 or More	57.2%
XXIX Regular Lead Time	Haworth Collection - Poltrona Frau®, Cappellini®, Cassina®					\$1 or More	15%
XXX Regular Lead Time	JANUS et Cie					\$1 or More	16%
XXXI Regular Lead Time	BuzziSpace					\$1 or More	35%

81714

## HAWORTH

Product Group	Systems and Tables Products	Seating Products	Storage Products	Wood Casegoods & Wood Tables	Architectural Interiors	List Dollar Value	Customer Discount Product Only
XXXII Regular Lead Time		Cabana Lounge™				\$1 or More	52.95%
XXXIII Regular Lead Time	Cultivate™					\$1 or More	60.3%

Price List: Current pricing applies.

\*\* Seller offers the above mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products, fabric and finishes included in these programs.

- A. Only the items stated within each product group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier. DIFFERENT PRODUCT GROUPS OR LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.
- B. The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.

(8)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Public ROW Maintenance Agreement

Location: Anderson Field (EOLA) ROW

Date of Hearing: 3/29/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/5/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Ben Dow</u>

The Committee reviewed a communication from Public Works Director, Ben Dow, regarding a Right of Way Maintenance Agreement with EOLA Landholdings, LLC.

EPIC Companies recently approached the City about a new concept for the Anderson Field (EOLA) project right of way. As part of this concept, they have requested a modified street layout that provides no snow storage. Upon further discussion, staff has agreed that this concept would work as long as property owner/developer is responsible for the general right of way/street maintenance, which includes snow removal.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the committee voted to recommend approval of the Right of Way Maintenance Agreement with EOLA Landholdings, LLC.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Right of Way Maintenance Agreement with EOLA Landholdings, LLC.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)


Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Steve Dirksen, Fire Chief  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Brenda Derrig, City Engineer  
 Kent Costin, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer



## PUBLIC WORKS OPERATIONS

Fleet Management, Forestry,  
Streets & Sewers,  
Watermains & Hydrants  
402 23rd STREET NORTH  
FARGO, NORTH DAKOTA 58102  
PHONE: (701) 241-1453  
FAX: (701) 241-8100

March 24, 2021

### MEMORANDUM

To: Members of PWPEC

From: Ben Dow, Public Works Director

Subject: Public Right of Way Maintenance Agreement

EPIC Companies recently approached the city about moving forward with a new concept for the Anderson Field (EOLA) project Right of Way (ROW). As part of the planed concept for the development, they have requested a modified street layout that replicates a downtown appearance. The layout integrates diagonal street parking in the same manner as downtown and provides no snow storage. At first glance, Public Works was not in favor of the idea due to the operational cost associated with the need to haul all the snow from the area after each snow event. Upon further discussion, staff has agreed that this concept could work as long as the property owner/developer is responsible for the general right of way/street maintenance, which includes snow removal. Nancy Morris has assembled the enclosed Right of Way Maintenance agreement that the developer has reviewed and accepted. In order to move this forward, we feel it necessary that PWPEC review and authorize the acceptance of the agreement prior to sending it to the City Commission for final approval.

#### **Recommended Motion:**

Review and accept the enclosed Right of Way maintenance agreement with EOLA Landholdings, LLC.

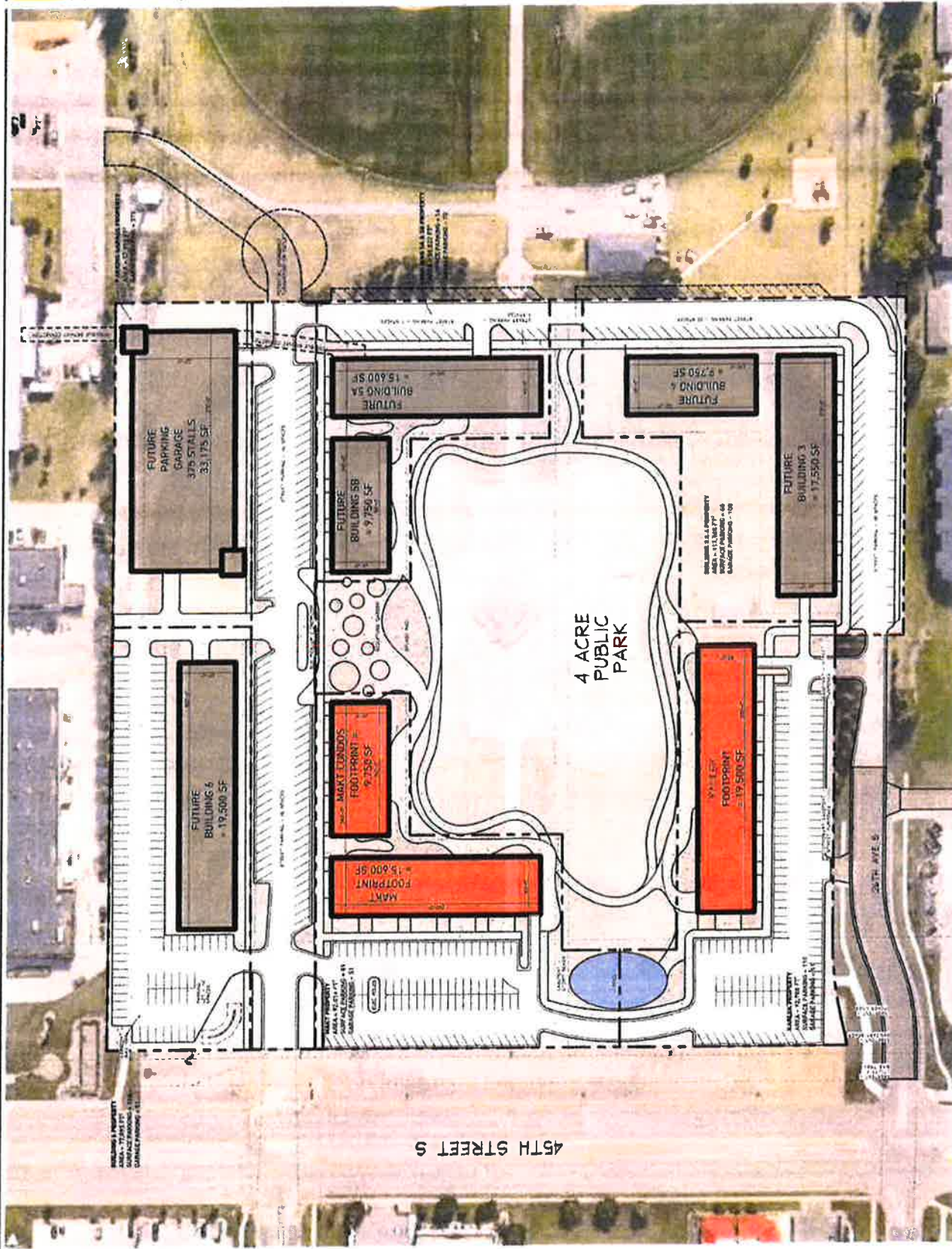
Central Fueling,  
Fleet Purchase  
And Vehicle Maintenance

Right of Way Maintenance  
Sanitary & Storm  
Sewer Maintenance

Snow Removal  
Street Maintenance  
Street Name Sign Maintenance

Urban Forestry  
Watermain Distribution







**MAINTENANCE AGREEMENT**  
**(Public Right of Way)**

This Maintenance Agreement, hereinafter referred to as “Agreement”, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between **EOLA Landholdings, LLC** a North Dakota limited liability company, whose post office address is 400 10<sup>th</sup> Street Southeast, Minot, North Dakota 58701-4908, hereinafter referred to as “Developer” and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4<sup>th</sup> Street North, Fargo, North Dakota 58102, hereinafter referred to as “City”.

**Preliminary Statements**

1. Developer is the owner of 15.3 acres, more or less, a tract of real property located in the City of Fargo, Cass County, North Dakota, hereinafter referred to as “Development Property”, specifically described below and delineated on the plat/survey as attached Exhibit “A”:

EOLA Addition, part of the Northwest Quarter of Section 22, Township 139 North, Range 49 west of the Fifth Principal Meridian, to City of Fargo, County of Cass, State of North Dakota.

2. Developer intends to construct a Mixed Use Development on the Development Property.

3. Developer has dedicated Public Right of Way, hereinafter referred to as “ROW”, lying 73 feet in width, described as all of 24<sup>th</sup> Avenue South from 45<sup>th</sup> Street South to an easterly point measuring 839.96 feet, as platted and shown within Exhibit “A”.

4. Developer has requested City install Public Improvements, hereinafter referred to as “Improvements”, within the dedicated ROW, to include streets and sewer/water utilities.

5. Developer seeks permission to install certain amenities in the ROW and configure the parking in such a way that varies from City Standards and Specifications, necessitating an

Agreement for the maintenance of the ROW and detailing repair and replacement responsibilities.

**Agreement**

**NOW, THEREFORE**, in consideration of the above preliminary statements, the terms and conditions of this Agreement and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This Agreement shall not constitute a partnership or a joint venture by and between Developer and City. Neither party has a right or obligation to bind the other party to any course of action or commitment as it relates to the development of the Developer Property. Each of the parties is independent of the other and although they will coordinate their efforts, neither party is assuming any obligation of the other party.

2. The costs of Improvements within the ROW shall be paid by City and special assessed to the Development Property under City's standard method of financing as established under Chapter 40 of the North Dakota Century Code.

3. All Improvements installed by City within the ROW shall be dedicated for public use. All improvements installed by Developer shall be approved by City in advance of any construction activity.

4. All maintenance of the ROW shall be Developer's responsibility. City shall be responsible for road repairs, and repair and maintenance of the underground facilities in the ROW.

5. Developer shall coordinate all street regulatory signage placement, to include parking restrictions, with City of Fargo Traffic Engineer.

6. Developer hereby agrees on behalf of itself, its heirs, personal representatives, successors, and assigns, to maintain the ROW area in good and safe condition in accordance with standards set forth within the Municipal Code of the City.

7. This Agreement shall be binding upon the Developer's successors and assigns.

8. Maintenance shall include, but not be limited to, cleaning of both street and sidewalk surfaces, clearing of obstructions, mowing of boulevards, removal of snow from streets/sidewalks and driveway approaches, landscaping, tree planting, approved encroachments, interior flood protection devices, all onsite (private) utilities, including storm water

detention/retention facilities along with the performance of any and all other necessary work required to maintain the ROW in a condition that allows for reasonable and safe access by the public.

9. Should Developer fail or refuse to perform the aforesaid maintenance to a level of standard city policy, procedure, practice or municipal code, as determined by City Director of Public Works, City may cause the maintenance to be completed.

10. City shall provide Developer notice of any deficiencies, and Developer agrees to remedy within 24 hours of receipt of such notice, to City satisfaction. Should Developer fail to rectify the problem, City shall undertake the necessary repairs and/or maintenance, and shall invoice Developer the actual cost of the same, plus an additional 10% as an administrative fee. If such invoice is not paid within 30 days, the amounts due, plus interest accruing at a rate of 1 ½%/month shall be filed as a lien against the Development Property until paid in full.

11. In accordance with standard city policy, procedure, practice and ordinances City will provide basic maintenance services to include, sewer cleaning, street light repair, traffic signal repair, street signage repair, pavement marking repair, water main flushing, hydrant repair, minor street surface paving repairs, etc.

12. Notwithstanding the foregoing, if Developer or its contractors, subcontractors, agents or invitees shall damage the subject Improvements or cause the subject ROW area to be in a state of disrepair, excluding ordinary wear and tear, then Developer shall be solely responsible for repair and restoration of the Improvements and shall bear all the cost and expense of such repair.

13. To the extent permitted by law, Developer shall indemnify and hold City harmless from and against all liabilities, claims, damages, losses and expense, including reasonable attorneys' fees, to the extent caused by the negligent performance of the obligations imposed herein.

14. Developer shall maintain general liability insurance not be less than:

\$2,000,000	Per occurrence
\$5,000,000	Aggregate

15. This Agreement and any amendments hereto may be recorded, and shall constitute a covenant running with the lands.

16. The terms hereof shall not be amended or modified, except by written amendment signed by all parties.

17. Developer shall hold City harmless for any claims or injuries to any and all persons or property arising out of the maintenance responsibilities of this Agreement. Developer, its successors and assigns, agrees to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other Improvements by reason of the use and maintenance of the public rights-of-way as aforesaid. Developer also agrees to provide to City a certificate of insurance indicating acceptance by its insurer of its obligation to defend and hold City harmless as hereinabove stated, and naming the City as an additional insured.

18. In the event City needs to permanently retake the ROW, City will provide Developer written notice ninety (90) days in advance and this Agreement shall be terminated.

19. City and Developer further agree that if 24<sup>th</sup> Avenue South is extended east to 42<sup>nd</sup> Street South the maintenance responsibilities identified herein shall be reevaluated and any modification made will be by way of written amendment signed by all a parties.

20. It is understood and agreed by and between the parties that this Agreement for maintenance is subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.

IN WITNESS WHEREOF, The parties have executed this instrument and have caused their hands and seals to be affixed hereto the day and year written below.

(Signatures on Following Page.)

Dated: March 31, 2021.

**EOLA LANDHOLDINGS, LLC, a North  
Dakota limited liability company**

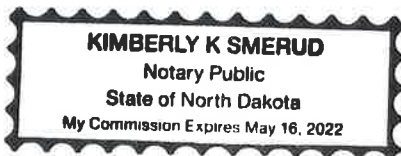
By: [Signature]  
Todd Berning, President

STATE OF NORTH DAKOTA     )  
  )ss.  
COUNTY OF Cass     )

On this 31 day of March, 2021, before me, a notary public within and for said  
county and state, personally appeared Todd Berning to me known  
to be the President of, **EOLA LANDHOLDINGS, LLC**, a  
North Dakota limited liability company, the entity described in and who has executed the within  
and foregoing instrument, and acknowledged to me that entity executed the same.

[Signature]  
Notary Public

Seal



Dated: \_\_\_\_\_, 2021.

**THE CITY OF FARGO,  
NORTH DAKOTA, a municipal corporation**

By: \_\_\_\_\_  
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

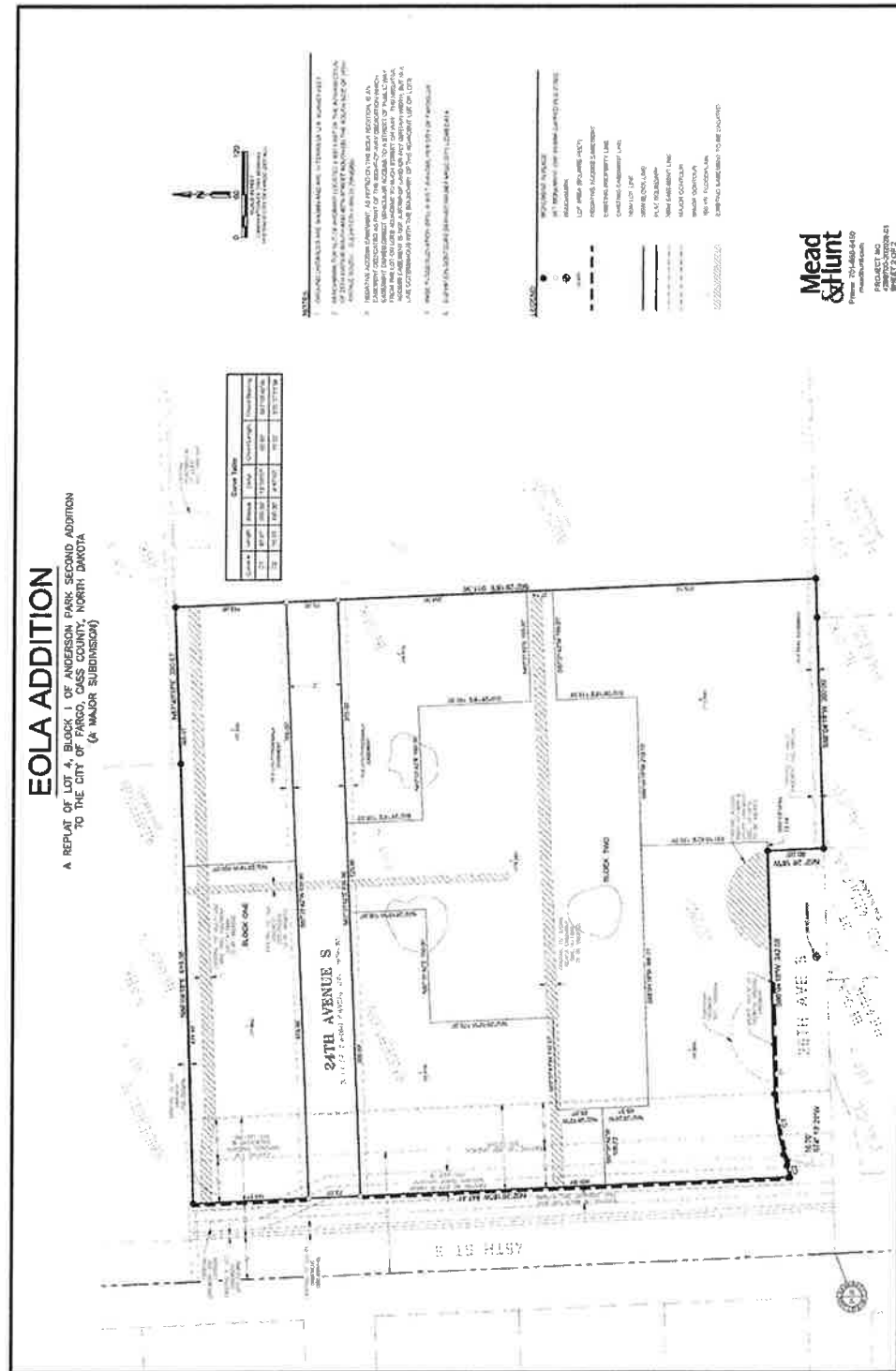
STATE OF NORTH DAKOTA     )  
  )ss.  
COUNTY OF CASS             )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public within and for said county and state, personally appeared Dr. Timothy J. Mahoney, M.D., to me known to be the Mayor of the City of Fargo, a North Dakota municipal corporation, and Steven Sprague, Auditor, the entity described in and who has executed the within and foregoing instrument, and acknowledged to me that entity executed the same.

\_\_\_\_\_  
Notary Public

Seal

Exhibit A



9

March 22, 2021

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Re: Memorandum of Offer to Landowner  
Permanent & Temporary Easements - Project #FM-19-E**

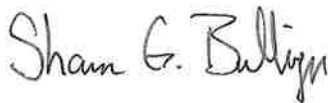
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary easement in association with Project #FM-19-E. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

**RECOMMENDED MOTION:** I/we hereby move to approve and authorize purchase of a permanent & temporary easement from **David J. Clardy 2017 Revocable Trust** in association with Project #FM-19-E and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Nancy J. Morris  
Nathan Boerboom



**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project FM-19-E	County Cass	Parcel(s) 01-0150-00130-000
Landowner David J. Clardy 2017 Revocable Trust		
Mailing Address 1349 Elm Circle N Fargo, ND 58102		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See enclosed easement(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 104,486.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	104,486.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	104,486.00

\*Description of Damages to Remainder are as follows:

  
 Owner Signature  
 Signature hereby constitutes acceptance of offer as presented above.

  
 Shawn G. Bullinger  
 Land Acquisition Specialist, City of Fargo

*Fargo City Commission has considered the offer and approves the same:*



Timothy J. Mahoney  
 MAYOR

SIGNATURE

DATE

**EASEMENT**  
**(Temporary Construction Easement)**

**KNOW ALL MEN BY THESE PRESENTS** that **DAVID J. CLARDY 2017 Revocable Trust**, whether one or more, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to him in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of levee and storm sewer construction and activities appurtenant thereto, said land being more fully described, to-wit:

That part of Lot 10, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 10; thence South 88°07'28" West, along the northerly line of said Lot 10, for a distance of 132.00 feet to the true point of beginning; thence South 02°31'19" East for a distance of 50.00 feet to a point of tangential curve to the right, having a radius of 120.00 feet; thence southwesterly along said curve for a distance of 76.81 feet, through a central angle of 36°40'26"; thence South 34°09'08" West for a distance of 13.96 feet; thence South 05°05'26" East for a distance of 28.00 feet to a point of intersection with the southwesterly line of said Lot 10; thence North 54°15'55" West, along the southwesterly line of said Lot 10, for a distance of 22.72 feet; thence North 34°09'08" East for a distance of 35.02 feet to a point of tangential curve to the left, having a radius of 115.00 feet; thence northeasterly along said curve for a distance of 73.61 feet, through a central angle of 36°40'26"; thence North 02°31'19" West for a distance of 50.05 feet to a point of intersection with the northerly line of said Lot 10; thence North 88°07'28" East, along the northerly line of said Lot 10, for a distance of 5.00 feet to the true point of beginning.

Said tract contains 989 square feet, more or less.

AND

That part of Lot 10, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of said Lot 10; thence South  $32^{\circ}15'20''$  East, along the easterly line of said Lot 10, for a distance of 51.38 feet to an angle point on the easterly line of said Lot 10; thence South  $10^{\circ}20'22''$  East, along the easterly line of said Lot 10, for a distance of 40.00 feet; thence South  $47^{\circ}33'03''$  West for a distance of 165.83 feet to a point of intersection with the southerly line of said Lot 10; thence North  $25^{\circ}24'01''$  East for a distance of 97.00 feet; thence North  $07^{\circ}36'37''$  East for a distance of 107.00 feet to a point of intersection with the northerly line of said Lot 10; thence North  $88^{\circ}07'28''$  East, along the northerly line of said Lot 10, for a distance of 32.00 feet to the point of beginning.

Said tract contains 8,868 square feet, more or less.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, his successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, his successors and assigns, further agrees they will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate on July 1, 2022.

IN WITNESS WHEREOF, Grantor set her hand and caused this instrument to be executed  
this 22 day of MARCH, 2021.

GRANTOR:

David J. Clark

David J. Clardy, as Trustee of the David J. Clardy 2017 Revocable Trust dated September 15, 2017

STATE OF NORTH DAKOTA                     )  
  ) ss.  
COUNTY OF CASS                             )

On this 22 day of MARCH, 2021, before me, a notary public in and for said county and state, personally appeared **David J. Clardy, Trustee** described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

**SHAWN G. BULLINGER**  
Notary Public  
State of North Dakota  
Commission Expires May 18, 2021

Sham G. Bellip

Notary Public  
Cass County, North Dakota

The legal description was prepared by:

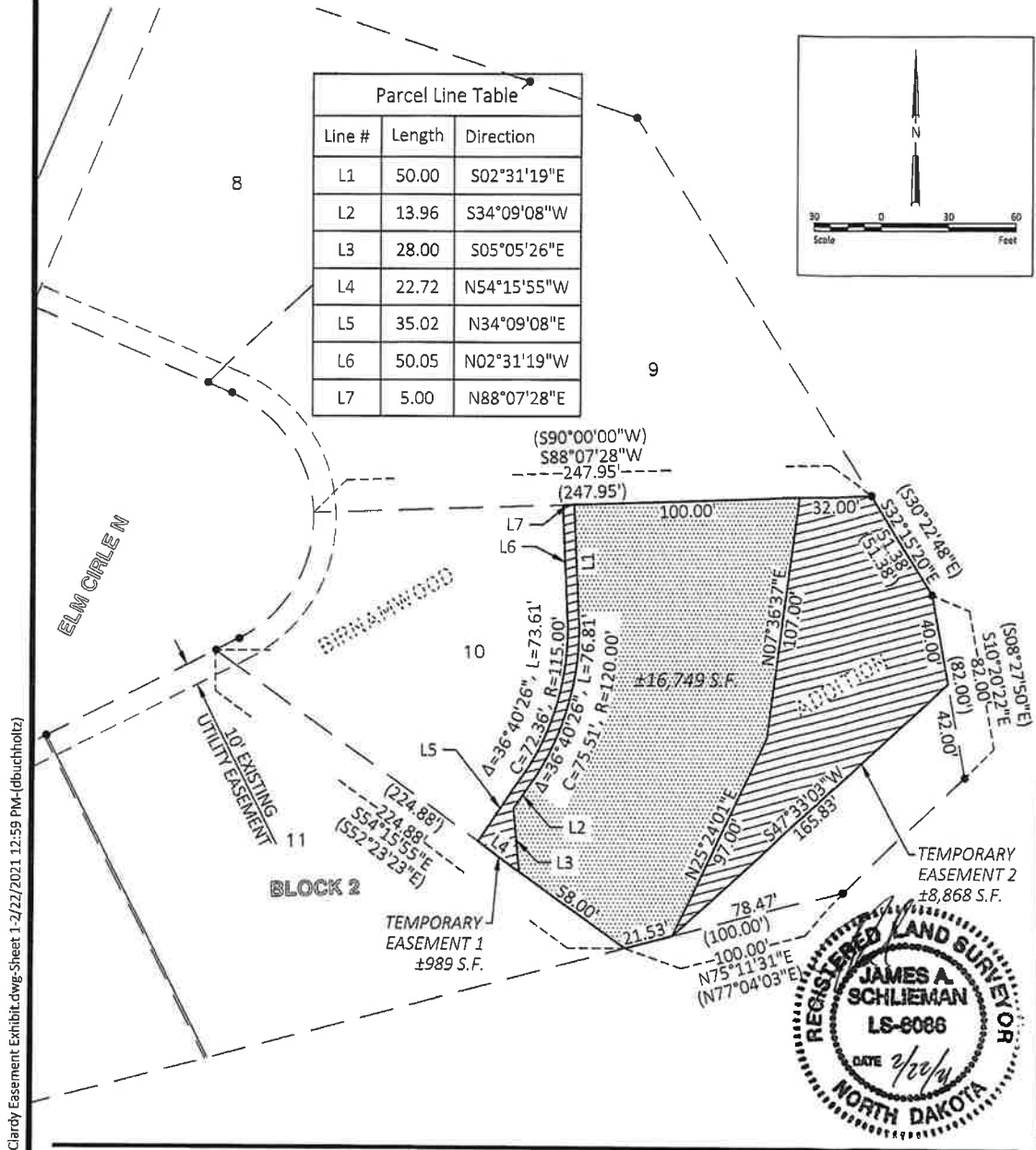
**James A. Schlieman**  
Registered Land Surveyor  
LS-6086  
Houston Engineering Inc.  
1401 21st Ave. N.  
Fargo, ND 58102  
(701) 237-5065

This document was prepared by:

Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
(701) 280-1901  
[nmmorris@lawfargo.com](mailto:nmmorris@lawfargo.com)

PART OF LOT 10, BLOCK 2  
BIRNAMWOOD ADDITION  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

OWNER: DAVID J. CLARDY



IRON MONUMENT FOUND  
MEASURED BEARING  
MEASURED DISTANCE  
PLAT BEARING  
PLAT DISTANCE  
PERMANENT EASEMENT  
TEMPORARY EASEMENT

S59°27'46"E  
105.00'  
(N57°00'00"W)  
(105.00')

NOTE: ALL BEARINGS GIVEN ARE  
BASED ON THE CITY OF  
FARGO GIS COORDINATE  
SYSTEM.



## EASEMENT EXHIBIT

PROJECT NO.  
6059-0166

ELM CIRCLE AREA FLOOD RISK MGMT PROJECT  
CITY OF FARGO, CASS CO., ND

SHEET  
1 OF 3

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PART OF LOT 10, BLOCK 2  
BIRNAMWOOD ADDITION  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

OWNER: DAVID J. CLARDY

Description - Permanent Easement:

That part of Lot 10, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 10; thence South 88°07'28" West, along the northerly line of said Lot 10, for a distance of 32.00 feet to the true point of beginning; thence continue South 88°07'28" West, along the northerly line of said Lot 10, for a distance of 100.00 feet; thence South 02°31'19" East for a distance of 50.00 feet to a point of tangential curve to the right, having a radius of 120.00 feet; thence southwesterly along said curve for a distance of 76.81 feet, through a central angle of 36°40'26"; thence South 34°09'08" West for a distance of 13.96 feet; thence South 05°05'26" East for a distance of 28.00 feet to a point of intersection with the southwesterly line of said Lot 10; thence South 54°15'55" East, along the southwesterly line of said Lot 10, for a distance of 58.00 feet to the most southerly corner of said Lot 10; thence North 75°11'31" East, along the southerly line of said Lot 10, for a distance of 21.53 feet; thence North 25°24'01" East for a distance of 97.00 feet; thence North 07°36'37" East for a distance of 107.00 feet to the true point of beginning.

Said tract contains 16,749 square feet, more or less.



## EASEMENT EXHIBIT

PROJECT NO.  
6059-0166

ELM CIRCLE AREA FLOOD RISK MGMT PROJECT  
CITY OF FARGO, CASS CO., ND

SHEET  
2 OF 3

H:\JUN\6000\6059\6059-0166\CAD\Easements\6059\_0166 Clardy Easement Exhibit.dwg-Sheet 2-2/22/2021 12:59 PM- (dbuchholz)

PART OF LOT 10, BLOCK 2  
BIRNAMWOOD ADDITION  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

OWNER: DAVID J. CLARDY

Description - Temporary Easement 1:

That part of Lot 10, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 10; thence South 88°07'28" West, along the northerly line of said Lot 10, for a distance of 132.00 feet to the true point of beginning; thence South 02°31'19" East for a distance of 50.00 feet to a point of tangential curve to the right, having a radius of 120.00 feet; thence southwesterly along said curve for a distance of 76.81 feet, through a central angle of 36°40'26"; thence South 34°09'08" West for a distance of 13.96 feet; thence South 05°05'26" East for a distance of 28.00 feet to a point of intersection with the southwesterly line of said Lot 10; thence North 54°15'55" West, along the southwesterly line of said Lot 10, for a distance of 22.72 feet; thence North 34°09'08" East for a distance of 35.02 feet to a point of tangential curve to the left, having a radius of 115.00 feet; thence northeasterly along said curve for a distance of 73.61 feet, through a central angle of 36°40'26"; thence North 02°31'19" West for a distance of 50.05 feet to a point of intersection with the northerly line of said Lot 10; thence North 88°07'28" East, along the northerly line of said Lot 10, for a distance of 5.00 feet to the true point of beginning.

Said tract contains 989 square feet, more or less.

Description - Temporary Easement 2:

That part of Lot 10, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of said Lot 10; thence South 32°15'20" East, along the easterly line of said Lot 10, for a distance of 51.38 feet to an angle point on the easterly line of said Lot 10; thence South 10°20'22" East, along the easterly line of said Lot 10, for a distance of 40.00 feet; thence South 47°33'03" West for a distance of 165.83 feet to a point of intersection with the southerly line of said Lot 10; thence North 25°24'01" East for a distance of 97.00 feet; thence North 07°36'37" East for a distance of 107.00 feet to a point of intersection with the northerly line of said Lot 10; thence North 88°07'28" East, along the northerly line of said Lot 10, for a distance of 32.00 feet to the point of beginning.

Said tract contains 8,868 square feet, more or less.



## EASEMENT EXHIBIT

PROJECT NO.  
6059-0166

ELM CIRCLE AREA FLOOD RISK MGMT PROJECT  
CITY OF FARGO, CASS CO., ND

SHEET  
3 OF 3

H:\JUN\6000\6059\6059\_0166\CAD\Easements\6059\_0166 Clardy Easement Exhibit.dwg-Sheet 3-2/22/2021 12:59 PM-(dbuchholz)

**PERMANENT EASEMENT**  
**(Flood Levee)**

**KNOW ALL MEN BY THESE PRESENTS** that **DAVID J. CLARDY 2017 Revocable Trust**, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, **HEREBY GRANT UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, under, upon and in the land hereafter described for the purpose of constructing and maintaining an earthen dike, together with any and all other appurtenant structures or devices, said tracts of land being more particularly described as follows:

That part of Lot 10, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 10; thence South 88°07'28" West, along the northerly line of said Lot 10, for a distance of 32.00 feet to the true point of beginning; thence continue South 88°07'28" West, along the northerly line of said Lot 10, for a distance of 100.00 feet; thence South 02°31'19" East for a distance of 50.00 feet to a point of tangential curve to the right, having a radius of 120.00 feet; thence southwesterly along said curve for a distance of 76.81 feet, through a central angle of 36°40'26"; thence South 34°09'08" West for a distance of 13.96 feet; thence South 05°05'26" East for a distance of 28.00 feet to a point of intersection with the southwesterly line of said Lot 10; thence South 54°15'55" East, along the southwesterly line of said Lot 10, for a distance of 58.00 feet to the most southerly corner of said Lot 10; thence North 75°11'31" East, along the southerly line of said Lot 10, for a distance of



21.53 feet; thence North 25°24'01" East for a distance of 97.00 feet; thence North 07°36'37" East for a distance of 107.00 feet to the true point of beginning.

Said tract contains 16,749 square feet, more or less.

The said property is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may, at any and all times when necessary or convenient to do so, go over and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further understands and agrees that they will not disturb, injure, molest or in any manner interfere with said earthen dike as constructed and the customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises. Grantor, its successors and assigns, further expressly warrants and states that no buildings, trees, shrubs, sprinkler systems or other obstacles of any kind shall be placed or located upon the tract in any manner which may interfere with said earthen dike.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed  
this 22 day of MARCH, 2021.

GRANTOR:

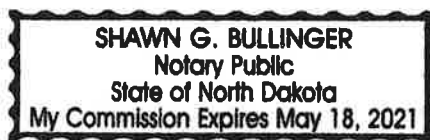
David J. Clark

David J. Clardy, as Trustee of the David J. Clardy 2017 Revocable Trust dated September 15, 2017

STATE OF NORTH DAKOTA                     )  
   ) ss.  
COUNTY OF CASS                             )

On this 22 day of MARCH, 2021, before me, a notary public in and for said county and state, personally appeared **David J. Clardy, Trustee** described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)



Sham E. Bulfinch  
Notary Public  
Cass County, North Dakota

The legal description was prepared by:

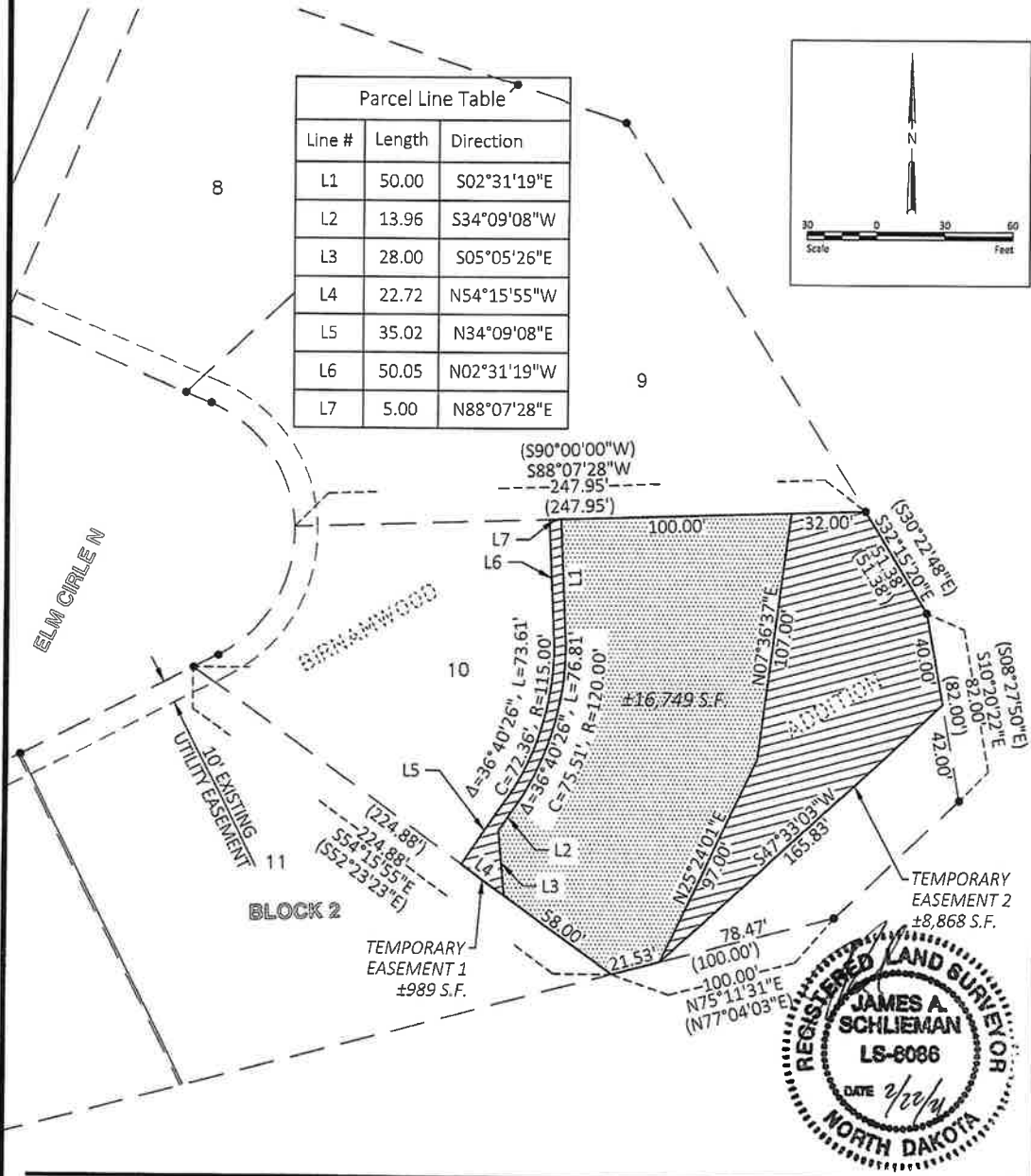
**James A. Schlieman**  
Registered Land Surveyor  
LS-6086  
Houston Engineering Inc.  
1401 21st Ave. N.  
Fargo, ND 58102  
(701) 237-5065

This document was prepared by:

Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
(701) 280-1901  
[nmorris@lawfargo.com](mailto:nmorris@lawfargo.com)

PART OF LOT 10, BLOCK 2  
BIRNAMWOOD ADDITION  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

OWNER: DAVID J. CLARDY



## EASEMENT EXHIBIT

PROJECT NO.  
6059-0166

ELM CIRCLE AREA FLOOD RISK MGMT PROJECT  
CITY OF FARGO, CASS CO., ND

SHEET  
1 OF 3

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PART OF LOT 10, BLOCK 2  
BIRNAMWOOD ADDITION  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

OWNER: DAVID J. CLARDY

Description - Permanent Easement:

That part of Lot 10, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 10; thence South 88°07'28" West, along the northerly line of said Lot 10, for a distance of 32.00 feet to the true point of beginning; thence continue South 88°07'28" West, along the northerly line of said Lot 10, for a distance of 100.00 feet; thence South 02°31'19" East for a distance of 50.00 feet to a point of tangential curve to the right, having a radius of 120.00 feet; thence southwesterly along said curve for a distance of 76.81 feet, through a central angle of 36°40'26"; thence South 34°09'08" West for a distance of 13.96 feet; thence South 05°05'26" East for a distance of 28.00 feet to a point of intersection with the southwesterly line of said Lot 10; thence South 54°15'55" East, along the southwesterly line of said Lot 10, for a distance of 58.00 feet to the most southerly corner of said Lot 10; thence North 75°11'31" East, along the southerly line of said Lot 10, for a distance of 21.53 feet; thence North 25°24'01" East for a distance of 97.00 feet; thence North 07°36'37" East for a distance of 107.00 feet to the true point of beginning.

Said tract contains 16,749 square feet, more or less.



## EASEMENT EXHIBIT

PROJECT NO.  
6059-0166

ELM CIRCLE AREA FLOOD RISK MGMT PROJECT  
CITY OF FARGO, CASS CO., ND

SHEET  
2 OF 3

H:\JBN\6000\6059\6059\_0166\CAD\Easements\6059\_0166 Clardy Easement Exhibit.dwg-Sheet 2-2/22/2021 12:59 PM-(dbuchholz)

PART OF LOT 10, BLOCK 2  
BIRNAMWOOD ADDITION  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

OWNER: DAVID J. CLARDY

Description - Temporary Easement 1:

That part of Lot 10, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 10; thence South 88°07'28" West, along the northerly line of said Lot 10, for a distance of 132.00 feet to the true point of beginning; thence South 02°31'19" East for a distance of 50.00 feet to a point of tangential curve to the right, having a radius of 120.00 feet; thence southwesterly along said curve for a distance of 76.81 feet, through a central angle of 36°40'26"; thence South 34°09'08" West for a distance of 13.96 feet; thence South 05°05'26" East for a distance of 28.00 feet to a point of intersection with the southwesterly line of said Lot 10; thence North 54°15'55" West, along the southwesterly line of said Lot 10, for a distance of 22.72 feet; thence North 34°09'08" East for a distance of 35.02 feet to a point of tangential curve to the left, having a radius of 115.00 feet; thence northeasterly along said curve for a distance of 73.61 feet, through a central angle of 36°40'26"; thence North 02°31'19" West for a distance of 50.05 feet to a point of intersection with the northerly line of said Lot 10; thence North 88°07'28" East, along the northerly line of said Lot 10, for a distance of 5.00 feet to the true point of beginning.

Said tract contains 989 square feet, more or less.

Description - Temporary Easement 2:

That part of Lot 10, Block 2, Birnamwood Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of said Lot 10; thence South 32°15'20" East, along the easterly line of said Lot 10, for a distance of 51.38 feet to an angle point on the easterly line of said Lot 10; thence South 10°20'22" East, along the easterly line of said Lot 10, for a distance of 40.00 feet; thence South 47°33'03" West for a distance of 165.83 feet to a point of intersection with the southerly line of said Lot 10; thence North 25°24'01" East for a distance of 97.00 feet; thence North 07°36'37" East for a distance of 107.00 feet to a point of intersection with the northerly line of said Lot 10; thence North 88°07'28" East, along the northerly line of said Lot 10, for a distance of 32.00 feet to the point of beginning.

Said tract contains 8,868 square feet, more or less.



## EASEMENT EXHIBIT

PROJECT NO.  
6059-0166

ELM CIRCLE AREA FLOOD RISK MGMT PROJECT  
CITY OF FARGO, CASS CO., ND

SHEET  
3 OF 3

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10

March 31, 2021

Board of City Commissioners  
City of Fargo  
200 North Third Street  
Fargo, ND 58102

Re: Amendment to License Agreement & Permanent and Temporary Easements  
Flood Mitigation Project #FM-19-F

Dear Commissioners:

Accompanying for City Commission review and approval is an amendment to license agreement with Malcolm Butler and Carol Pearson & a permanent and temporary easement from Malcolm Butler in association with Flood Mitigation Project #FM-19-F.

73 S Terrace N - Butler

RECOMMENDED MOTION:

Approve amendment to license agreement with Malcolm Butler and Carol Pearson along with a permanent and temporary easement with Malcolm Butler.

Please return the signed originals.

Respectfully submitted,

*Shawn G. Bullinger*

Shawn G. Bullinger  
Land Acquisition Specialist

C: Nathan Boerboom

**AMENDMENT TO LICENSE AGREEMENT**

**THIS AGREEMENT** is entered into this 26 day of MARCH, 2021  
between the City of Fargo, North Dakota, a municipal corporation, whose address is 225  
4<sup>th</sup> Street North, Fargo, North Dakota, hereinafter referred to as "Licensor", and Malcolm  
Butler and Carol Pearson, whose address is 73 South Terrace, Fargo, North Dakota,  
hereinafter referred to as "Licensee".

**WHEREAS**, the parties previously entered into a License Agreement dated May  
10, 1999, a copy of which is attached hereto, whereby Licensee was granted a license to  
occupy and use the following described premises:

Lots Seventeen (17) and Lot Nineteen (19), in Block One (1), of Oak  
Grove Addition, to the City of Fargo, situate in the County of Cass and the  
State of North Dakota, according to the certified plat thereof on file and of  
record in the Office of the Register of Deeds in and for said county and  
state.

**WHEREAS**, the parties desire to amend the License Agreement dated May 10, 1999 to amend the property subject to the license.

**NOW THEREFORE**, the License Agreement dated May 10, 1999 is hereby amended as follows.

1. The description of the premises for the purposes of this License is amended as follows:

The Northerly 50 feet of Lot 17, Block 1, Oak Grove Addition, City of Fargo, Cass County, North Dakota; and

The Westerly 10 feet of the Northerly 70 feet, Lot 19, Block 1, Oak Grove Addition, City of Fargo, Cass County, North Dakota.

2. Use of Property and Prohibited Activities. Paragraph 3 shall be amended to reflect the existing elevation shall be maintained. All other terms and conditions of paragraph 3 of the License Agreement shall remain in full force and effect.

3. The address for purposes of notices for the city of Fargo has changed. Thus, any notice mailed or delivered to the City of Fargo, a municipal corporation in care of City Commission Chambers, City Hall, 225 4<sup>th</sup> Street North, Fargo, North Dakota, 58102 shall be notice by the Licensee hereunder, unless and until Licensor shall designate a different representative or address.

4. Non-reimbursement of Damages. Licensee acknowledges that it shall be responsible for all costs associated with repairing any damages to permissible improvements made to the property.

5. The parties understand and agree that Licensee Carol Pearson has an interest in the property located at 73 South Terrace, and that in the event Licensee



Malcolm Butler shall predecease her, she shall be deemed a successor and assign of the License granted herein, and shall enjoy all rights and interest in the licensed premises granted herein.

6. Except as specifically amended hereby, the License Agreement shall remain in full force and effect in accordance with its terms.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to License Agreement at Fargo, North Dakota, the day and year first above written.

**LICENSOR:**

City of Fargo, a North Dakota Municipal Corporation

\_\_\_\_\_  
Dr. Timothy J. Mahoney, M.D.

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

STATE OF NORTH DAKOTA     )  
  )ss.  
COUNTY OF CASS             )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public in and for said county and state, personally appeared Dr. Timothy J. Mahoney and Steve Sprague, to me known to be the Mayor and City Auditor, respectively, of THE CITY OF FARGO, NORTH DAKOTA, the municipal corporation described in and who executed the within and foregoing instrument and acknowledged to me that said municipal corporation executed the same.

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota  
My Commission Expires:

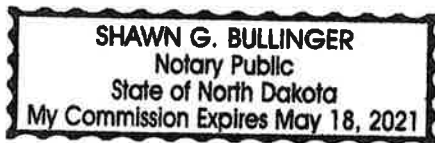
**LICENSEE:**

By: Malcolm G. Butler  
Malcolm Butler

By: Carol Pearson  
Carol Pearson

STATE OF NORTH DAKOTA     )  
  )ss.  
COUNTY OF CASS                     )

On this 26 day of MARCH, 2021, before me a Notary Public in and for said county and state, personally appeared Malcolm Butler and Carol Pearson, to me known to be the persons described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same.



Shawn G. Bullinger  
Notary Public  
Cass County, North Dakota  
My Commission Expires:

**EASEMENT**  
**(Temporary Construction Easement)**

**KNOW ALL MEN BY THESE PRESENTS** that **MALCOLM G. BUTLER**, whether one or more, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of flood protection measures construction and activities appurtenant thereto, said land being more fully described, to-wit:

That part of Lot 18, Block 1, Oak Grove Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 18; thence South 10°56'33" West, along the easterly line of said Lot 18, for a distance of 71.06 feet to the True Point of Beginning; thence continue South 10°56'33" West, along the easterly line of said Lot 18, for a distance of 16.29 feet; thence North 79°03'27" West for a distance of 19.91 feet; thence North 60°30'27" West for a distance of 25.90 feet; thence North 06°48'59" East for a distance of 9.37 feet; thence South 77°24'38" East for a distance of 45.16 feet to the True Point of Beginning.

Said tract contains 660 square feet, more or less.

The said property is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for storage and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for storage and all other construction activities during the construction phase of said project. Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate on July 1, 2022.

(Signatures on following page.)



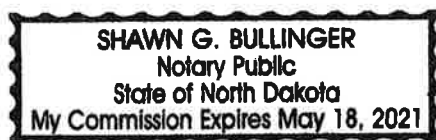
IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 26 day of MARCH, 2021.

GRANTOR:

*Malcolm G. Butler*  
Malcolm G. Butler

STATE OF NORTH DAKOTA                   )  
   ) ss.  
COUNTY OF CASS                          )

On this 26 day of MARCH, 2021, before me, a notary public in and for said county and state, personally appeared **Malcolm G. Butler** to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.



(SEAL)

Sham G. Bullyn  
Notary Public  
Cass County, North Dakota

GRANTEE:

City of Fargo, a North Dakota municipal  
corporation

\_\_\_\_\_  
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST

\_\_\_\_\_  
Steve Sprague, City Auditor

STATE OF NORTH DAKOTA     )  
  ) ss.  
COUNTY OF CASS                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public in and for said county and state, personally appeared DR. TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

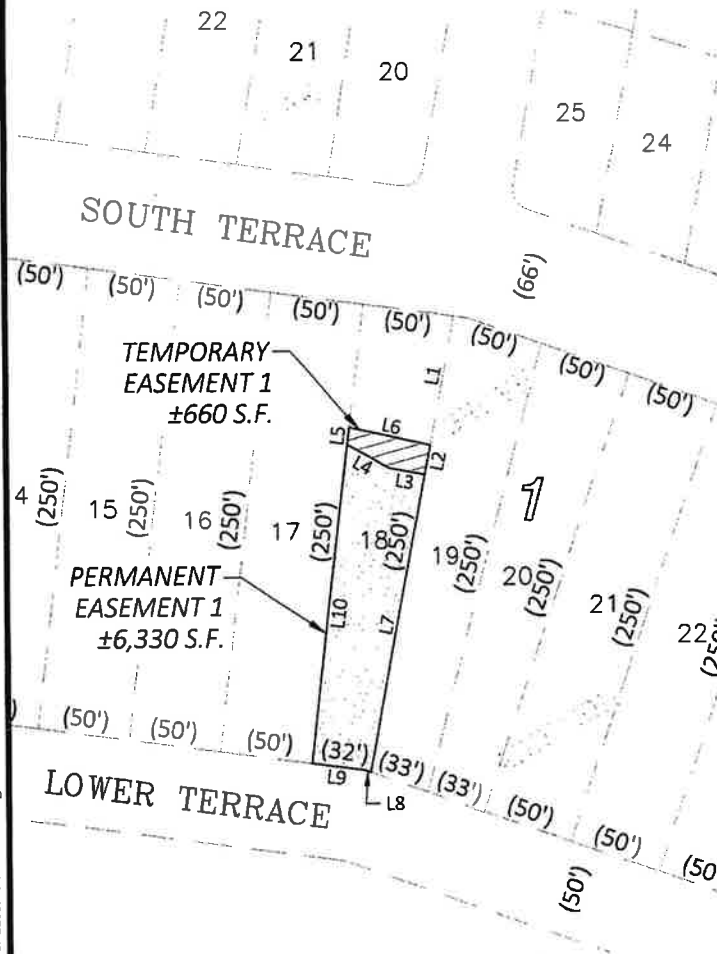
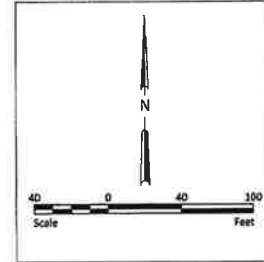
(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

The legal description was prepared by:  
Curtis A. Skarphol  
Registered Land Surveyor  
LS-4723  
Houston Engineering Inc.  
1401 21st Ave. N.  
Fargo, ND 58102  
(701) 237-5065

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
(701) 280-1901  
[nmorris@lawfargo.com](mailto:nmorris@lawfargo.com)

PART OF LOT 18, BLOCK 1  
OAK GROVE ADDITION  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA



Parcel Line Table

Line #	Length	Direction
L1	71.06	S10°56'33"W
L2	16.29	S10°56'33"W
L3	19.91	N79°03'27"W
L4	25.90	N60°30'27"W
L5	9.37	N06°48'59"E
L6	45.16	S77°24'38"E
L7	163.72	S10°56'33"W
L8	3.43	N70°39'08"W
L9	28.64	N82°15'08"W
L10	173.51	N06°48'59"E



IRON MONUMENT FOUND  
MEASURED BEARING  
MEASURED DISTANCE  
PLAT BEARING  
PLAT DISTANCE  
PERMANENT EASEMENT  
TEMPORARY EASEMENT

•  
S59°27'46"E  
105.00'  
(N57°00'00"W)  
(105.00')

NOTE: ALL BEARINGS GIVEN ARE  
BASED ON THE CITY OF  
FARGO GIS COORDINATE  
SYSTEM.



## EASEMENT EXHIBIT

PROJECT NO.  
6059-0167

OAK GROVE AREA FLOOD RISK MGMT PROJECT  
CITY OF FARGO, CASS CO., ND

SHEET  
1 OF 2

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PART OF LOT 18, BLOCK 1  
OAK GROVE ADDITION  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

Description - Temporary Easement 1:

That part of Lot 18, Block 1, Oak Grove Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 18; thence South 10°56'33" West, along the easterly line of said Lot 18, for a distance of 71.06 feet to the True Point of Beginning; thence continue South 10°56'33" West, along the easterly line of said Lot 18, for a distance of 16.29 feet; thence North 79°03'27" West for a distance of 19.91 feet; thence North 60°30'27" West for a distance of 25.90 feet; thence North 06°48'59" East for a distance of 9.37 feet; thence South 77°24'38" East for a distance of 45.16 feet to the True Point of Beginning.

Said tract contains 660 square feet, more or less.

Description - Permanent Easement 1:

That part of Lot 18, Block 1, Oak Grove Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 18; thence South 10°56'33" West, along the easterly line of said Lot 18, for a distance of 87.35 feet to the True Point of Beginning; thence continue South 10°56'33" West, along the easterly line of said Lot 18, for a distance of 163.72 feet; thence North 70°39'08" West, along the southerly line of said Lot 18, for a distance of 3.43 feet; thence North 82°15'08" West, along the southerly line of said Lot 18, for a distance of 28.64 feet; thence North 06°48'59" East, along the westerly line of said Lot 18, for a distance of 173.51 feet; thence South 60°30'27" East for a distance of 25.90 feet; thence South 79°03'27" East for a distance of 19.91 feet to the True Point of Beginning.

Said tract contains 6,330 square feet, more or less.



IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
PERMANENT EASEMENT	_____
TEMPORARY EASEMENT	//////

NOTE: ALL BEARINGS GIVEN ARE  
BASED ON THE CITY OF  
FARGO GIS COORDINATE  
SYSTEM.



## EASEMENT EXHIBIT

PROJECT NO.  
6059-0167

OAK GROVE AREA FLOOD RISK MGMT PROJECT  
CITY OF FARGO, CASS CO., ND

SHEET  
2 OF 2

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**PERMANENT EASEMENT**  
**(Levee for Flood Control)**

**KNOW ALL MEN BY THESE PRESENTS** that **MALCOLM G. BUTLER**, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, **HEREBY GRANT UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, under, upon and in the land hereafter described for the purpose of constructing and maintaining an earthen dike, together with any and all other appurtenant structures or devices, said tracts of land being more particularly described as follows:

That part of Lot 18, Block 1, Oak Grove Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 18; thence South 10°56'33" West, along the easterly line of said Lot 18, for a distance of 87.35 feet to the True Point of Beginning; thence continue South 10°56'33" West, along the easterly line of said Lot 18, for a distance of 163.72 feet; thence North 70°39'08" West, along the southerly line of said Lot 18, for a distance of 3.43 feet; thence North 82°15'08" West, along the southerly line of said Lot 18, for a distance of 28.64 feet; thence North 06°48'59" East, along the westerly line of said Lot 18, for a distance of 173.51 feet; thence South 60°30'27" East for a distance of 25.90 feet; thence South 79°03'27" East for a distance of 19.91 feet to the True Point of Beginning.

Said tract contains 6,330 square feet, more or less.

The said property is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may, at any and all times when necessary or convenient to do so, go over and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further understands and agrees that they will not disturb, injure, molest or in any manner interfere with said earthen dike as constructed and the customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises. Grantor, its successors and assigns, further expressly warrants and states that no buildings, trees, shrubs, sprinkler systems or other obstacles of any kind shall be placed or located upon the tract in any manner which may interfere with said earthen dike.

**IN WITNESS WHEREOF**, Grantor has set its hand and caused this instrument to be executed this 26 day of MARCH, 2021.

(Signatures on following page.)

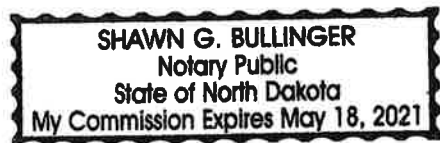
GRANTOR:

Malcolm G. Butler  
Malcolm G. Butler

STATE OF NORTH DAKOTA                    )  
  ) ss.  
COUNTY OF CASS                            )

On this 26 day of MARCH, 2021, before me, a notary public in and for said county and state, personally appeared **Malcolm G. Butler** to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)

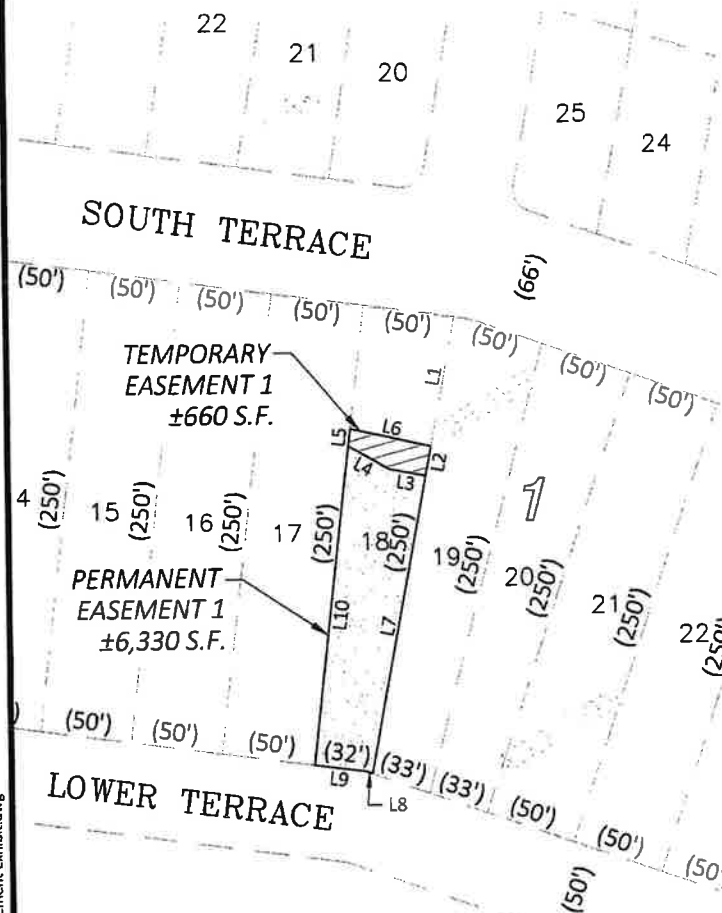
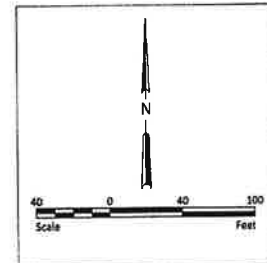


Shawn G. Bullinger  
Notary Public  
CASS County, NORTH DAKOTA

The legal description was prepared by:  
Curtis A. Skarphol  
Registered Land Surveyor  
LS-4723  
Houston Engineering Inc.  
1401 21st Ave. N.  
Fargo, ND 58102  
(701) 237-5065

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
(701) 280-1901  
[nmorris@lawfargo.com](mailto:nmorris@lawfargo.com)

PART OF LOT 18, BLOCK 1  
OAK GROVE ADDITION  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA



Parcel Line Table

Line #	Length	Direction
L1	71.06	S10°56'33"W
L2	16.29	S10°56'33"W
L3	19.91	N79°03'27"W
L4	25.90	N60°30'27"W
L5	9.37	N06°48'59"E
L6	45.16	S77°24'38"E
L7	163.72	S10°56'33"W
L8	3.43	N70°39'08"W
L9	28.64	N82°15'08"W
L10	173.51	N06°48'59"E



IRON MONUMENT FOUND  
MEASURED BEARING  
MEASURED DISTANCE  
PLAT BEARING  
PLAT DISTANCE  
PERMANENT EASEMENT  
TEMPORARY EASEMENT

S59°27'46"E  
105.00'  
(N57°00'00"W)  
(105.00')

NOTE: ALL BEARINGS GIVEN ARE  
BASED ON THE CITY OF  
FARGO GIS COORDINATE  
SYSTEM.



## EASEMENT EXHIBIT

PROJECT NO.  
6059-0167

OAK GROVE AREA FLOOD RISK MGMT PROJECT  
CITY OF FARGO, CASS CO., ND

SHEET  
1 OF 2

H:\BNA\6000\6059\6059\_0167\CADD\Easements\6059-0167 Butler Easement Exhibit.dwg

PART OF LOT 18, BLOCK 1  
OAK GROVE ADDITION  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

Description - Temporary Easement 1:

That part of Lot 18, Block 1, Oak Grove Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 18; thence South 10°56'33" West, along the easterly line of said Lot 18, for a distance of 71.06 feet to the True Point of Beginning; thence continue South 10°56'33" West, along the easterly line of said Lot 18, for a distance of 16.29 feet; thence North 79°03'27" West for a distance of 19.91 feet; thence North 60°30'27" West for a distance of 25.90 feet; thence North 06°48'59" East for a distance of 9.37 feet; thence South 77°24'38" East for a distance of 45.16 feet to the True Point of Beginning.

Said tract contains 660 square feet, more or less.

Description - Permanent Easement 1:

That part of Lot 18, Block 1, Oak Grove Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of said Lot 18; thence South 10°56'33" West, along the easterly line of said Lot 18, for a distance of 87.35 feet to the True Point of Beginning; thence continue South 10°56'33" West, along the easterly line of said Lot 18, for a distance of 163.72 feet; thence North 70°39'08" West, along the southerly line of said Lot 18, for a distance of 3.43 feet; thence North 82°15'08" West, along the southerly line of said Lot 18, for a distance of 28.64 feet; thence North 06°48'59" East, along the westerly line of said Lot 18, for a distance of 173.51 feet; thence South 60°30'27" East for a distance of 25.90 feet; thence South 79°03'27" East for a distance of 19.91 feet to the True Point of Beginning.

Said tract contains 6,330 square feet, more or less.



IRON MONUMENT FOUND  
MEASURED BEARING 559°27'46"E  
MEASURED DISTANCE 105.00'  
PLAT BEARING (N57°00'00"W)  
PLAT DISTANCE (105.00')  
PERMANENT EASEMENT  
TEMPORARY EASEMENT

NOTE: ALL BEARINGS GIVEN ARE  
BASED ON THE CITY OF  
FARGO GIS COORDINATE  
SYSTEM.



## EASEMENT EXHIBIT

PROJECT NO.  
6059-0167

OAK GROVE AREA FLOOD RISK MGMT PROJECT  
CITY OF FARGO, CASS CO., ND

SHEET  
2 OF 2

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## REPORT OF ACTION

(11)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Encroachment Agreement

Location: 312 11<sup>th</sup> Street North

Date of Hearing: 3/29/2021

<u>Routing</u>	<u>Date</u>
City Commission	4/5/2021
PWPEC File	X
Project File	Kristy Schmidt

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding an Encroachment Agreement with Mosaic Group, LLP for balconies at 312 11<sup>th</sup> Street North.

Staff is recommending to approve this encroachment with the following stipulations:

- Hold the City harmless against any and all expenses, demands, claims or losses sustained by the City by use of the public right of way by the Encroacher.
- Application fee for the Encroachment in the amount of \$500.
- Agreement expires upon sale or transfer of the property.

On a motion by Nicole Crutchfield, seconded by Bruce Grubb, the Committee voted to recommend approval of the Encroachment Agreement contingent upon the above criteria.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Encroachment Agreement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

Yes	No
N/A	
N/A	
N/A	

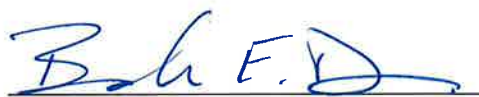
Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Steve Dirksen, Fire Chief  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Brenda Derrig, City Engineer  
 Kent Costin, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:



Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC  
**From:** Kristy Schmidt, CE II  
**Date:** March 24, 2021  
**Re:** Mosaic Group, LLP Encroachment Agreement for Balconies at 312 11<sup>th</sup> Street N

---

### Background:

Attached you will find an encroachment agreement for balconies at 312 11<sup>th</sup> Street North with Mosaic Group. These balconies encroach 6.0' over the boulevard on the 11<sup>th</sup> Street North right of way.

Staff is recommending to approve this encroachment with the following stipulations:

- Hold the City harmless against all expenses, demands, claims or losses sustained by the City by use of the public right of way by the Encroacher.
- Application fee for the encroachment in the amount of \$500.
- Agreement expires upon sale or transfer of the property.

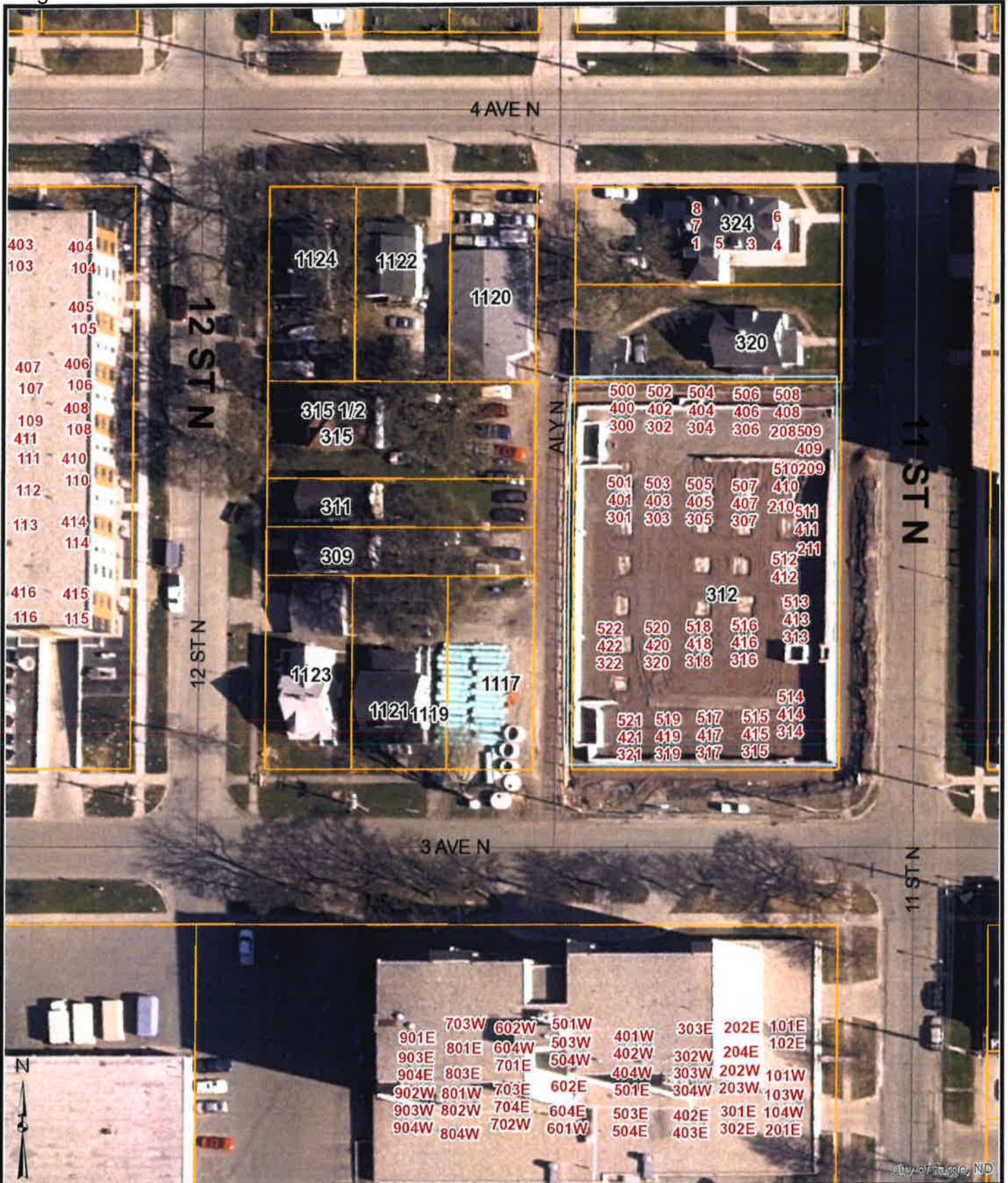
### Recommended Motion:

Approve the Encroachment Agreement for balconies at 312 11<sup>th</sup> Street North.

Attachments

C: Austin Morris, Enclave Development





These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

## 312 11th St N balcony Encroachment

1:1,128      3/24/2021 2:45 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.



**ENCROACHMENT AGREEMENT**  
**(Balcony Installation)**

**THIS AGREEMENT**, made and entered into by and between **MOSAIC GROUP, LLC**, a North Dakota Limited Liability Company, (hereinafter referred to as "Mosaic Group" or "Owner"), and **THE CITY OF FARGO, NORTH DAKOTA**, a North Dakota municipal corporation, (hereinafter referred to as "City"),

**WITNESSETH:**

**WHEREAS**, Mosaic Group desires to encroach on a portion of City right-of-way adjacent to Lots 9, 10, 11, and 12, Block 36 of Roberts Second Addition, in Fargo, North Dakota owned by the City; and,

**WHEREAS**, the purpose of such encroachment is to allow Mosaic Group use of right-of-way for purpose of balconies for the benefit of Mosaic Group property; and,

**WHEREAS**, Mosaic Group has requested permission to encroach on a portion of City right-of-way, thus allowing it to utilize City right-of-way for such purposes; and,

**WHEREAS**, the Public Works Projects Evaluation Committee has approved such encroachment; and,

**WHEREAS**, the Board of City Commissioners of the City of Fargo has approved such encroachment; and,

**WHEREAS**, Mosaic Group has agreed to execute this agreement required by City to permit private facilities to encroach on public right-of-way.

**NOW, THEREFORE**, for good and valuable consideration hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. Mosaic Group owns all right title and interest in the property legally described as follows:

Lot 9, 10, 11, and 12, Block 36 of Roberts Second Addition, to the City of Fargo, situate in the County of Cass and the State of North Dakota ("Development Property").

2. Mosaic Group will be permitted to encroach and use a portion of the right-of-way of the

above-mentioned, said encroachment being for the purpose of balconies located as follows:

That part of 11th Street North in the City of Fargo, County of Cass, State of North Dakota, described as follows:

A 6.00-foot-wide strip of land lying easterly of and being coincident with the following described line:

Beginning at the southeast corner of Block 36, Roberts' Second Addition to the City of Fargo; thence North 02°12'11" West, along the easterly line of said Block 36, for a distance of 199.92 feet to the northeast corner of Lot 9, said Block 36, said line there terminating.

Said strip of land contains 1,200 square feet, more or less.

Said encroachment is more particularly described and indicated in attached Exhibit A ("Encroachment Area").

3. The balconies permitted herein shall comply with all International Building Code ("IBC") requirements, and shall have a 4" edge protection around the perimeter of the bottom of the balcony to prevent any objects from falling onto the right of way below such balcony. Owner shall prohibit any protrusions or extensions of the balcony encroachment by its tenants, and shall not permit any attachments to the balcony structure.

4. The bottom of the balcony must be at least 11'2" above the surface. There shall be no attachments permitted that extend below the bottom of the balconies. At no time shall clearance be less than 11'2".
5. Mosaic Group agrees that it will, during any use of said public right-of-way, use due care to protect city streets, utilities and all other public property, minimize disruption to pedestrian travel, in accordance with MUTCD Standards and Specifications; and that upon discontinuance of use, Mosaic Group will restore and replace all public property to an ADA compliant pedestrian surface. The parties further understand and agree that the cost of any repairs to the public right of way occasioned by the encroachment permitted herewith shall be Owner's sole financial responsibility, and further understand and agree that the costs thereof shall be assessed directly to the Owner's Property following the Infrastructure Funding Policy in effect at the time of repairs. City will levy special assessments against the Owner's Property to recover all costs of the Project, in accordance with N.D.C.C. Chapter 40-22. Owner waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code section 40-22-17, and specifically consents to the construction of the improvements and to the assessment of all costs thereof to the Owner's Property. Owner further waives its right to protest the amount, benefit or any other assessment attribute related to the work completed by City. Project costs, which may be assessed against the Owner's Property, include all costs of completing the project, including engineering, fiscal agent's and attorney fees, and all other costs authorized by law.
6. Mosaic Group shall be solely responsible for the inspection, repair and maintenance of the balcony encroachments during the period of time the balcony encroachments remain in the City right-of-way. It is further specifically understood and agreed that Owner shall be



responsible for the repair or replacement of the public property which may be damaged or destroyed as a direct or indirect result of the use of the public right of way for location of the balcony overhang. Owner accepts all maintenance and responsibility for the utilities, paving, sidewalk and the like located in and around the encroaching balconies.

7. To the fullest extent permitted by law, Mosaic Group agrees to further hold the City harmless against any and all expenses, demands, claims or suits for damages or injury of any kind that may be brought against the City, its officers, agents and employees, its property, streets, sidewalks, and any other municipal improvements arising from Mosaic Group's encroachment area by reason of the use of the public right-of-way as aforesaid. Mosaic Group further agrees to pay any and all costs the City incurs to enforce this indemnity provision, including attorney's fees. Mosaic Group also agrees to provide to City a certificate of insurance for at least \$1,000,000 and naming the City as an insured and indicating acceptance by its insurer of its obligation to defend and hold the City harmless as hereinabove stated.
8. This Agreement is personal to Mosaic Group and shall terminate upon sale, transfer or assignment. Subsequent owners may request permission to encroach, and enter into a separate agreement with City. City shall not withhold permission to encroach under the terms herein without due cause. The non-transferability of this Agreement is intended to assure the existence of the necessary insurance by the responsible party.
9. It is specifically understood and agreed that the City retains authority to operate and maintain existing above ground and underground municipal facilities in the encroachment area. It is further understood and agreed that within ninety (90) days' written notice from the City, Mosaic Group shall remove the encroaching private facilities as directed by City, allowing the City to re-take and to use the public rights-of-way. In the case of an emergency, as determined by City, the

City may request the work be done immediately or within less than thirty (30) days. If Mosaic Group fails to remove, relocate or restore, or otherwise comply with the direction of the City Engineer regarding the encroachment, the City may cause the work to be done, and the costs thereof shall be a lien against the property. The City's request to remove, relocate, or restore the encroachment will be in the City's sole discretion, but shall not be arbitrary or without reason.

10. It is specifically agreed between the parties that a copy of this Encroachment Agreement may be recorded.
11. Mosaic Group agrees to pay City a \$500 processing fee.
12. It is understood and agreed by and between the parties that this Agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist, provided City acknowledges that it is not aware of any current such limitations.
13. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
14. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.

15. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
16. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
17. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
18. **EFFECTIVE DATE.** This Agreement shall be effective as of the date and year last signed by the parties below, as reflected by the date of acknowledgement thereof.

(Signatures on following pages)





STATE OF NORTH DAKOTA )  
 ) ss.  
COUNTY OF CASS )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public in and for said county and state, personally appeared Dr. Timothy J. Mahoney, M.D. and Steven Sprague, to me known to be the Mayor and Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

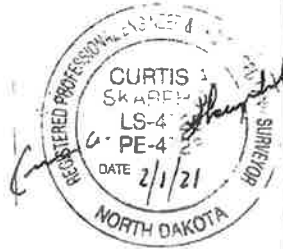
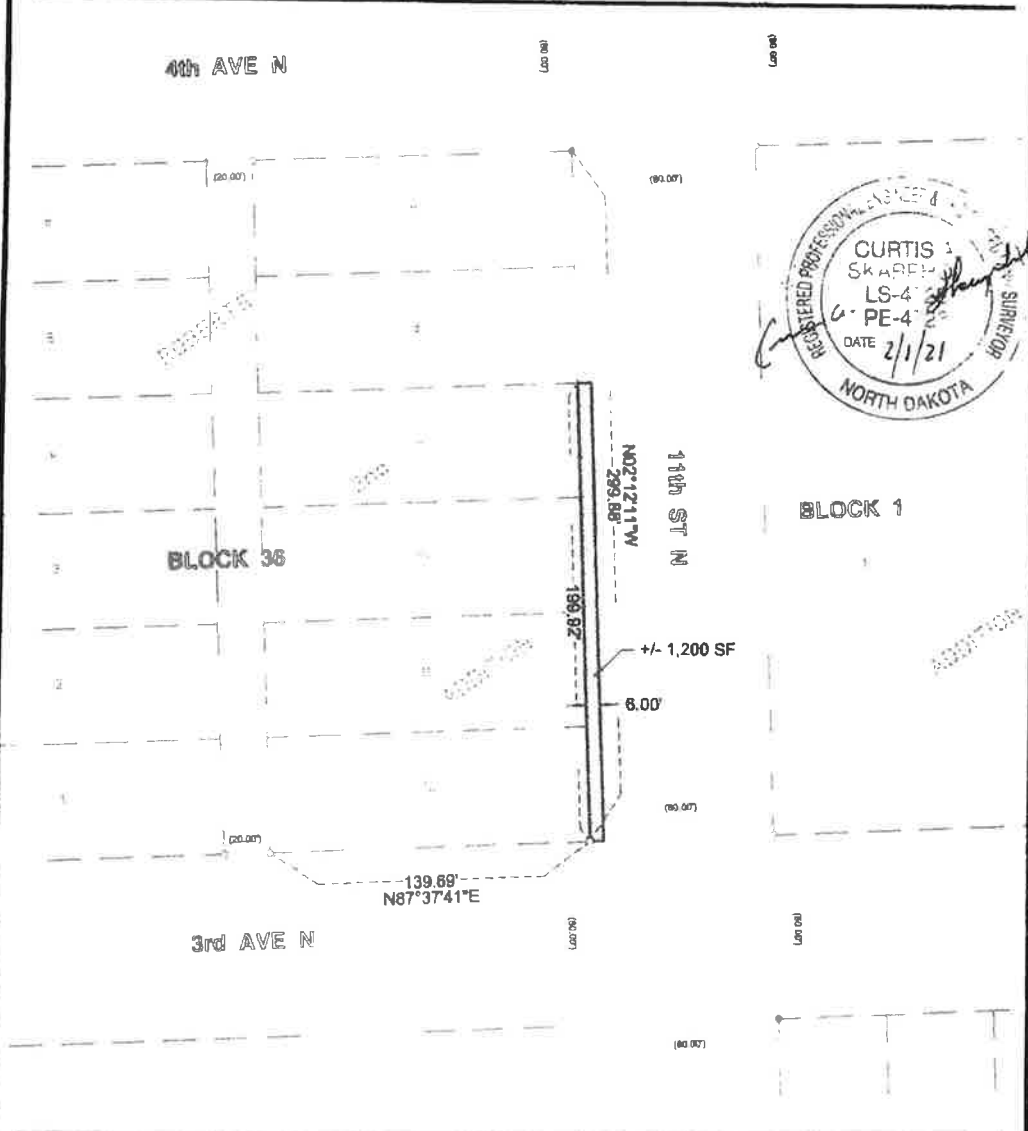
(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota  
My commission expires: \_\_\_\_\_

This legal Description was prepared by:  
Brain Pattengale  
Professional Engineer  
Houston Engineering, Inc.  
1401 21<sup>st</sup> Avenue North  
Fargo, ND 58102  
701-237-5065  
bpattengale@houstoneng.com

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 North Broadway, Suite 206  
Fargo, ND 58102  
701-280-1901  
nmorris@lawfargo.com

**PART OF 11TH STREET NORTH  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA**



**LEGEND**

- FOUND IRON MONUMENT •
- 1/2" I.D. IRON PIPE SET ○
- MEASURED BEARING N88°06'54"E
- MEASURED DISTANCE 151.04'
- ENCROACHMENT AGREEMENT AREA

NOTE:  
BEARINGS SHOWN ARE BASED ON THE CITY  
OF FARGO GIS COORDINATE SYSTEM.

MEASURED DISTANCES SHOWN ARE GROUND  
DISTANCES IN TERMS OF U.S. SURVEY FEET.

Scale: 1" = 60'



**ENCROACHMENT AGREEMENT**

PROJECT NO.  
7489-0055

**PART OF  
11TH STREET NORTH, CITY OF FARGO, CASS CO., ND**

**SHEET  
1 OF 2**

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2-1-21

Description:

That part of 11<sup>th</sup> Street North in the City of Fargo, County of Cass, State of North Dakota, described as follows:

A 6.00-foot-wide strip of land lying easterly of and being coincident with the following described line:

Beginning at the southeast corner of Block 36, Roberts' Second Addition to the City of Fargo; thence North 02°12'11" West, along the easterly line of said Block 36, for a distance of 199.92 feet to the northeast corner of Lot 9, said Block 36, said line there terminating.

Said strip of land contains 1,200 square feet, more or less.



# ENCROACHMENT AGREEMENT

PROJECT NO.  
7489-0055

PART OF  
11TH STREET NORTH, CITY OF FARGO, CASS CO., ND

SHEET  
2 OF 2

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12-1

March 31, 2021

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. FM-19-F1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 31, 2021, for Oak Grove Flood Risk Management Project No. FM-19-F1, located in the Oak Grove Neighborhood.

The bids were as follows:

Meyer Contracting, Inc.	\$6,635,152.64
Industrial Builders, Inc.	\$8,269,269.22
Engineer's Estimate	\$7,665,975.50

The special assessment escrow is not required.

This office recommends award of the contract to Meyer Contracting, Inc. in the amount of \$6,635,152.64 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs  
Assistant City Engineer

TAK/klb



## ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # FM-19-F1

## Oak Grove Flood Risk Management Project

## Oak Grove Neighborhood

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Oak Grove Flood Risk Management Project Project # FM-19-F1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Sanitary Sewer</b>					
1	F&I Manhole 4' Dia Reinf Conc	EA	4.00	4,275.37	17,101.48
2	Remove Manhole	EA	2.00	360.90	721.80
3	F&I Pipe SDR 26 - 6" Dia PVC	LF	64.00	60.13	3,848.32
4	Remove Pipe All Sizes All Types	LF	324.00	36.02	11,670.48
5	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	91.00	287.42	26,155.22
6	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	186.00	72.17	13,423.62
7	F&I Valve 6" Dia	EA	2.00	3,353.28	6,706.56
8	Eliminate Sewer Service	EA	1.00	1,965.16	1,965.16
<b>Sanitary Sewer Total</b>					<b>81,592.64</b>
<b>Watermain</b>					
9	F&I Fittings Ductile Iron	LB	820.00	12.63	10,356.60
10	F&I Hydrant	EA	3.00	4,961.10	14,883.30
11	Salvage Hydrant	EA	4.00	971.04	3,884.16
12	Plug Pipe 4" Dia	EA	2.00	301.85	603.70
13	F&I Pipe C900 DR 18 - 4" Dia PVC	LF	4.00	426.38	1,705.52
14	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	227.00	162.94	36,987.38
15	Remove Pipe All Sizes All Types	LF	544.00	12.95	7,044.80
16	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	35.00	44.86	1,570.10
17	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	182.00	39.21	7,136.22
18	F&I Gate Valve 4" Dia	EA	1.00	1,475.93	1,475.93
19	F&I Gate Valve 6" Dia	EA	5.00	1,709.70	8,548.50
20	F&I Gate Valve 8" Dia	EA	2.00	2,268.03	4,536.06
21	Eliminate Water Service	EA	13.00	1,319.87	17,158.31
22	F&I Yard Hydrant	EA	1.00	4,728.60	4,728.60
<b>Watermain Total</b>					<b>120,619.18</b>
<b>Storm Sewer</b>					
23	F&I Flap Gate 12" Dia Stainless Steel	EA	1.00	3,919.00	3,919.00
24	Remove Manhole	EA	2.00	378.31	756.62
25	F&I Manhole 5' Dia Reinf Conc	EA	4.00	7,255.57	29,022.28
26	F&I Manhole 6' Dia Reinf Conc	EA	2.00	7,040.16	14,080.32
27	F&I Manhole 8' Dia Reinf Conc	EA	1.00	14,599.58	14,599.58
28	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	3.00	4,529.48	13,588.44
29	F&I Inlet - Manhole (MHI) 7' Dia Reinf Conc	EA	1.00	10,658.58	10,658.58
30	F&I Inlet - Single Box (SBI) Reinf Conc	EA	7.00	3,675.77	25,730.39



## ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # FM-19-F1

## Oak Grove Flood Risk Management Project

31 F&I Inlet - Double Box (DBI) Reinf Conc	EA	1.00	7,249.49	7,249.49
32 F&I Inlet - Round (RDI) Reinf Conc	EA	5.00	3,563.50	17,817.50
33 F&I Gatewell	EA	1.00	356,178.54	356,178.54
34 Remove Inlet	EA	10.00	701.99	7,019.90
35 F&I Pipe 12" Dia	LF	513.00	41.35	21,212.55
36 F&I Pipe 30" Dia	LF	737.00	118.42	87,275.54
37 F&I Pipe 12" Dia Reinf Conc	LF	60.00	59.28	3,556.80
38 F&I Pipe 30" Dia Reinf Conc	LF	390.00	118.41	46,179.90
39 Remove Pipe All Sizes All Types	LF	684.00	18.90	12,927.60
40 F&I Pipe w/GB 15" Dia Reinf Conc	LF	260.00	62.02	16,125.20
41 F&I Pipe w/GB 30" Dia Reinf Conc	LF	110.00	216.73	23,840.30
42 F&I Rip Rap Rock	CY	256.00	242.31	62,031.36
43 F&I Flared End Section 12" Dia Reinf Conc	EA	1.00	939.66	939.66
44 F&I Flared End Section 30" Dia Reinf Conc	EA	2.00	1,775.51	3,551.02
<b>Storm Sewer Total</b>				<b>778,260.57</b>
<b>Paving</b>				
45 Remove Pavement All Thicknesses All Types	SY	4,306.00	19.94	85,861.64
46 Subgrade Preparation	SY	2,847.00	1.61	4,583.67
47 F&I Woven Geotextile	SY	2,847.00	2.24	6,377.28
48 F&I Class 5 Agg - 8" Thick	SY	2,847.00	9.11	25,936.17
49 F&I Edge Drain 4" Dia PVC	LF	1,356.00	14.65	19,865.40
50 F&I Curb & Gutter Standard (Type II)	LF	1,034.00	37.25	38,516.50
51 Remove Curb & Gutter	LF	1,083.00	3.10	3,357.30
52 F&I Valley Gutter Reinf Conc	SY	9.00	86.75	780.75
53 F&I Pavement 8" Thick Reinf Conc	SY	90.00	80.50	7,245.00
54 F&I Sidewalk 4" Thick Reinf Conc	SY	2,784.00	52.00	144,768.00
55 F&I Sidewalk 6" Thick Reinf Conc	SY	129.00	62.00	7,998.00
56 Remove Sidewalk All Thicknesses All Types	SY	1,513.00	17.00	25,721.00
57 F&I Impressioned 4" Thick Reinf Conc	SY	15.00	124.00	1,860.00
58 F&I Driveway 6" Thick Reinf Conc	SY	243.00	68.00	16,524.00
59 F&I Det Warn Panels Cast Iron	SF	84.00	55.75	4,683.00
60 F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	970.00	71.75	69,597.50
61 Rem & Repl Casting - Std Manhole	EA	1.00	800.45	800.45
62 Rem & Repl Casting - Self Leveling	EA	2.00	1,463.10	2,926.20
63 Casting to Grade - Blvd	EA	15.00	387.32	5,809.80
64 Casting to Grade - no Conc	EA	13.00	387.32	5,035.16
65 Temp Construction Entrance	EA	1.00	2,148.73	2,148.73
66 Paint Epoxy Line 4" Wide	LF	505.00	6.70	3,383.50
67 Paint Epoxy Line 24" Wide	LF	30.00	69.25	2,077.50
68 Traffic Control - Type 1	LS	1.00	3,550.00	3,550.00
69 F&I Sign Assembly	EA	8.00	50.00	400.00
70 F&I Sign Assembly & Anchor	EA	16.00	95.00	1,520.00
71 F&I Diamond Grade Cubed	SF	43.90	22.00	965.80
72 F&I High Intensity Prismatic	SF	102.30	20.00	2,046.00
<b>Paving Total</b>				<b>494,338.35</b>



## ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # FM-19-F1

Oak Grove Flood Risk Management Project

**Lighting**

73 Relocate Street Light	EA	2.00	757.50	1,515.00
74 F&I Base 5' Deep Reinf Conc	EA	6.00	808.00	4,848.00
75 Remove Base	EA	2.00	538.50	1,077.00
76 F&I Conductor #6 USE Cu	LF	1,791.00	2.10	3,761.10
77 F&I Innerduct 1.5" Dia	LF	597.00	10.00	5,970.00
78 F&I Luminaire Type A	EA	4.00	732.50	2,930.00
79 F&I Light Standard Type A	EA	4.00	2,586.00	10,344.00
<b>Lighting Total</b>				<b>30,445.10</b>

**Miscellaneous**

80 Mobilization	LS	1.00	331,800.00	331,800.00
81 Temp Fence - Safety	LF	1,001.00	3.30	3,303.30
82 F&I Gate	EA	1.00	5,392.00	5,392.00
83 Salvage Gate	LS	1.00	660.50	660.50
84 Rem & Repl Landscaping	LS	1.00	2,182.00	2,182.00
85 Remove Wall	LF	194.00	24.50	4,753.00
86 Clear & Grub	LS	1.00	33,081.00	33,081.00
87 Remove Tree	EA	162.00	192.00	31,104.00
88 Temp Construction Entrance	EA	3.00	2,527.00	7,581.00
89 Sediment Control Log 10" to 15" Dia	LF	50.00	3.50	175.00
90 Inlet Protection - New Inlet	EA	17.00	187.00	3,179.00
91 Inlet Protection - Existing Inlet	EA	19.00	187.00	3,553.00
92 F&I Turf Reinf Mat Type 2	SY	100.00	6.10	610.00
93 Remove Landscaping	LS	1.00	5,617.00	5,617.00
94 F&I Decid Tree 1" Dia	EA	665.00	241.50	160,597.50
95 F&I Sidewalk 4" Thick Reinf Conc	SY	91.00	52.00	4,732.00
<b>Miscellaneous Total</b>				<b>598,320.30</b>

**Flood Mitigation**

96 F&I Sheet Piling - Steel	SF	17,885.00	89.75	1,605,178.75
97 Topsoil - Strip	CY	4,000.00	2.10	8,400.00
98 Topsoil - Spread	CY	4,000.00	2.30	9,200.00
99 Topsoil - Import	CY	500.00	15.00	7,500.00
100 Fill - Import	CY	9,200.00	13.00	119,600.00
101 Fill - Haul	CY	500.00	9.00	4,500.00
102 Embankment	CY	8,000.00	8.70	69,600.00
103 Excavation	CY	8,800.00	5.90	51,920.00
104 Subcut	CY	500.00	10.50	5,250.00
105 Mulching Type 1 - Hydro	SY	35,095.00	0.35	12,283.25
106 Seeding Type C	SY	35,095.00	0.30	10,528.50
107 Overseeding	SY	35,095.00	0.02	701.90
108 Weed Control Type B	SY	35,095.00	0.02	701.90
109 F&I Erosion Control Blanket Type 3	SY	4,620.00	2.00	9,240.00
110 Inspection Trench	CY	4,040.00	16.75	67,670.00
111 F&I Floodwall Reinf Bars - Steel	LB	218,428.00	1.70	371,327.60
112 F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	99,518.00	1.70	169,180.60



## ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # FM-19-F1

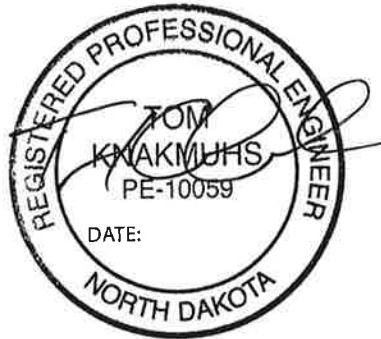
## Oak Grove Flood Risk Management Project

113 F&I Floodwall - Removable	SF	914.00	178.00	162,692.00
114 F&I Floodwall - Structural Conc	CY	1,701.00	1,078.00	1,833,678.00
115 Install Electrical Service	LS	1.00	12,424.00	12,424.00
<b>Flood Mitigation Total</b>				<b>4,531,576.50</b>
<b>Total Construction in \$</b>				<b>6,635,152.64</b>
Engineering				4.00 % 265,406.11
Contingencies				10.00 % 663,515.26
Outside Engineering				9.83 % 652,235.50
<b>Total Estimated Costs</b>				<b>8,216,309.51</b>
Sales Tax Funds - Flood Control - 460				8,216,309.51
<b>Unfunded Costs</b>				<b>0.00</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 03/31/2021

  
 Tom Knakmuhs  
 Assistant City Engineer





12-2

March 31, 2021

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. SR-21-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 31, 2021, for Sidewalk & Shared Use Path Rehab/Reconstruction, Project No. SR-21-A1, located Citywide.

The bids were as follows:

Master Construction Co., Inc.	\$668,206.50
Ti-Zack Concrete, Inc.	\$845,686.00
Engineer's Estimate	\$656,071.00

The special assessment escrow is not required.

This office recommends award of the contract to Master Construction Co., Inc. in the amount of \$668,206.50 as the lowest and best bid.

Sincerely,



Tom Knakmuhs  
Assistant City Engineer

TAK/jmg

**ENGINEER'S STATEMENT OF ESTIMATED COST**

**PROJECT # SR-21-A1**

**Sidewalk & Shared Use Path Rehab/Reconstruction**

Citywide

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Sidewalk & Shared Use Path Rehab/Reconstruction Project # SR-21-A1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Assessed</b>				
1 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	1,671.00	95.00	158,745.00
2 Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	241.00	105.00	25,305.00
3 Rem & Repl Driveway 6" Thick Reinf Conc	SY	40.00	120.00	4,800.00
4 F&I Sidewalk 4" Thick Reinf Conc	SY	4,237.00	61.00	258,457.00
5 Rem & Repl Pavement 6" Thick Asph	SY	20.00	91.00	1,820.00
6 Remove Pavement All Thicknesses All Types	SY	77.00	11.00	847.00
7 Remove Sidewalk All Thicknesses All Types	SY	20.00	10.00	200.00
8 Remove Driveway All Thicknesses All Types	SY	219.00	10.00	2,190.00
9 Rem & Repl Curb & Gutter	LF	31.00	72.00	2,232.00
10 Topsoil - Import Special	CY	20.00	51.00	1,020.00
11 Sodding	SY	20.00	8.00	160.00
<b>Assessed Total</b>				<b>455,776.00</b>
<b>City Paid</b>				
12 Rem & Repl Curb & Gutter	LF	320.00	52.00	16,640.00
13 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	517.00	91.00	47,047.00
14 Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	115.00	99.00	11,385.00
15 F&I Sidewalk 4" Thick Reinf Conc	SY	827.00	61.00	50,447.00
16 F&I Sidewalk 6" Thick Reinf Conc	SY	53.00	70.00	3,710.00
17 F&I Driveway 6" Thick Reinf Conc	SY	78.00	70.00	5,460.00
18 F&I Det Warn Panels Cast Iron	SF	565.00	49.50	27,967.50
19 Casting to Grade - w/Conc	EA	4.00	625.00	2,500.00
20 Curb Stop Box to Grade	EA	5.00	110.00	550.00
21 Mulching Type 1 - Hydro	SY	5,000.00	2.00	10,000.00
22 Seeding Type B	SY	5,000.00	3.00	15,000.00
23 Sodding	SY	20.00	8.00	160.00
24 Remove Driveway All Thicknesses All Types	SY	76.00	10.00	760.00
25 Remove Sidewalk All Thicknesses All Types	SY	203.00	8.00	1,624.00
26 Rem & Repl Pavement 9" Thick Asph	SY	40.00	84.00	3,360.00
27 Topsoil - Import Special	CY	112.00	50.00	5,600.00
28 Traffic Control - Type 1	LS	1.00	3,100.00	3,100.00
29 F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	1,275.00	1,275.00

**ENGINEER'S STATEMENT OF ESTIMATED COST**

**PROJECT # SR-21-A1**

**Sidewalk & Shared Use Path Rehab/Reconstruction**

30 Rem & Repl Casting - Inlet	EA	1.00	1,925.00	1,925.00
31 F&I Pipe SDR 26 - 12" Dia PVC	LF	14.00	95.00	1,330.00
32 F&I Pavement 6" Thick Asph	SY	12.00	75.00	900.00
			<b>City Paid Total:</b>	<b>210,740.50</b>
<b>Broadway Sidewalk Spot Repair</b>				
33 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	13.00	130.00	1,690.00
			<b>Broadway Sidewalk Spot Repair Total</b>	<b>1,690.00</b>
			<b>Total Construction in \$</b>	<b>668,206.50</b>
			Engineering	10.00 % 66,820.65
			Legal & Misc	3.00 % 20,046.20
			Contingencies	5.00 % 33,410.33
			Administration	4.00 % 26,728.26
			Interest	4.00 % 26,728.26
			<b>Total Estimated Costs</b>	<b>841,940.19</b>
			Special Assessments	576,407.16
			Sales Tax Funds - Infrastructure - 420	265,533.03
			<b>Unfunded Costs</b>	<b>0.00</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 03/31/2021


  
 Tom Knakmuhs

Assistant City Engineer



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**FINANCE OFFICE**  
PO Box 2083  
225 4th Street North  
Fargo, ND 58102  
Phone: 701.241.1333 | Fax: 701.476.4188  
[www.FargoND.gov](http://www.FargoND.gov)

**TO: BOARD OF CITY COMMISSIONERS**  
**FROM: KENT COSTIN, DIRECTOR OF FINANCE**   
**RE: STATE WATER COMMISSION COST REIMBURSEMENT APPROVAL**  
**DATE: March 30, 2021**

The existing legislation in place for State Water Commission funding related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project requires that the Fargo City Commission, Cass County Commission, and the Cass Water Resource Board approve all payment reimbursement requests prior to their submission and ultimate payment.

The attached reimbursement request has been prepared by Finance staff and is ready for processing. Your approval of the request for funds is hereby requested as required.

**Suggested Motion:**

Approve a State Water Commission request for cost reimbursement for Fargo-Moorhead Metropolitan Area Flood Risk Management Project costs totaling \$9,862,646.70.

March 30, 2021

Garland Erbele, P.E.  
 North Dakota State Water Commission  
 900 East Boulevard Avenue, Dept 770  
 Bismarck, ND 58505-0850

Dear Garland,

The Metro Flood Diversion Authority is submitting eligible costs for reimbursement request #114 pursuant to the terms and conditions of House Bill 1020 for costs incurred from February 1, 2021 to February 28, 2021 on the Fargo-Moorhead Metropolitan Area Flood Risk Management Project. These costs are summarized in the attached cost summaries and are supported by detailed disbursement records included within this submission.

The total amount of the claim for reimbursement is \$9,862,646.70.

State Funds Available	Amount Spent Previous Request	Amount Spent This Period	State Cost Share	Reimbursement Request This Period	Balance of State Funds
\$ 244,000,000.00	\$ 240,646,210.14	\$ 526,803.42	100%	\$ 526,803.42	
		5,653,972.88	50%	2,826,986.44	
		<u>\$ 6,180,776.30</u>		<u>\$ 3,353,789.86</u>	<u>\$ (0.00)</u>
\$ 110,500,000.00	\$ 48,762,217.03	\$ 13,017,713.68	50%	\$ 6,508,856.84	\$ 55,228,926.13
<b>\$ 354,500,000.00</b>	<b>\$ 289,408,427.17</b>	<b>\$ 19,198,489.98</b>		<b>\$ 9,862,646.70</b>	<b>\$ 55,228,926.13</b>

Project Narrative, this request:

Project Number	Project Description
V01701	Land purchases for homeowners living in various areas of the diversion project
V01701	Return of Clerk of Court deposit related to land purchases for homeowners living in various areas of the diversion project
V01701	Residential relocation assistance for homeowners living in the project area. Also includes commercial relocation assistance for a business in the phase II channel area
V01704	Right of entry for biotic and geomorphic services
V02503	Pay application #1 for digital ortho aerial photography and LiDAR mapping
V02823	Pay application #10 for WP42G – general landscaping & plantings along in-town flood walls
V03803	Pay application #2 for WP50C – property structure mitigation
V04401	Pay application #13 for WP43CD – OHB ring levee phases C and D
V04702	Wild Rice River structure project – utility relocation
V04703	Interstate 29 grade raise project – utility relocation
V05402	Pay application #22 for flood risk management project in Rosewood area – University Drive to the Milwaukee Trail along with lighting upgrades.
V05405	Pay application #7 for flood risk management project in Belmont Park Area, phase 2
V05407	Land purchases and residential relocation assistance for the Riverwood Addition flood risk management project
V05408	Residential relocation assistance for the Royal Oaks flood risk management project

V05412	Pay application #3 for house demolition and site restoration in the areas of Riverwood, Broadway North, Woodcrest, South Park & Burritts 1 <sup>st</sup> Addn
V05419	Pay applications #5 and #6 for Storm Lift #24 rehab
V05422	Pay applications #2 - #4 for Northside flood risk management project along with utility relocations and property purchase recording fees

**Engineering, Legal, and Admin Expense Summary, this request:**

Expense Type	Amount
Engineering Services	1,210,808.17
Legal Services	995,118.20
Construction Management	867,445.02
Appraisal Services	33,486.63
Quality Testing	33,372.25
Crop Loss Program Development	8,701.29
Financial Advisor	6,468.75
Property Holding Costs	5,864.08
Consulting Services	4,158.50
<b>Total Eligible Expense</b>	<b>3,165,422.89</b>

We certify that \$101,279,534 has been expended on the acquisition of homes and that these costs are eligible for the local matching share requirements of SB 2020. Records relating to these costs are on file with the City of Fargo in the Office of the City Auditor.

The City of Fargo, Cass County Commission, and the Cass County Joint Water Resource Board have approved our request for funds as required in SB 2020. Copies of their approval letters are included.

If you have any questions relating to our request, please contact me directly.

Sincerely,



Kent Costin  
Director of Finance, City of Fargo  
Metro Flood Diversion Authority

**Required Local Approvals:**

\_\_\_\_\_  
City of Fargo

\_\_\_\_\_  
Cass County Commission

\_\_\_\_\_  
Cass County Joint Water Resource Dist.

**FM Metropolitan Area Flood Risk Management Project  
Summary of Cash Disbursements Eligible for SWC Funding  
February 2021**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-0000-206.10-00	3/4/2021	310178	MEYER CONTRACTING INC	5,000.00	PAY VENDOR RETAINAGE	V04401	OHB RING LEVEE PHASES C&D
790-0000-206.10-00	2/18/2021	309958	SCHMIDT AND SONS CONSTRUCTION INC	(3,518.50)	PROPERTY STRUCT MITIGATIO	V03803	WP50C-STRUCTURE REMOVALS
			<b>Total Retainage</b>	<b>1,481.50</b>			
790-7930-429.34-65	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	250.00	BRIAN/KELLY DUCHSCHERER	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	750.00	MICHAEL AND JANET DULLEA	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	250.00	STEPHEN/VICKIE ROUTIETTE	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	1,250.00	7 HORSESHOE BEND LLC	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	250.00	RODNEY & PATRICIA HANGGI	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	750.00	JEREMY AND NICHOLE HOLCK	V01704	ND LAND - BIOTIC GEO MORP
790-7930-429.34-65	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	500.00	ED AND MARILYN WILSON	V01704	ND LAND - BIOTIC GEO MORP
			<b>Total LERRDS - North Dakota - Right of Entry Requests</b>	<b>4,000.00</b>			
790-7915-429.38-99	3/26/2021	JB15200024	CITY OF FARGO-AUDITORS OFFICE	69,530.68	QUANTUM SPATIAL INC	V02503	2020 DIGITAL IMAGERY PROJ
790-7950-429.38-99	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	46.00	SIMPLIFILE LC	V05422	FLOOD MIT - NORTH SIDE
			<b>Total ND Construction - Other Services</b>	<b>69,576.68</b>			
790-7930-429.67-11	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	115.62	DAVID AND KAREN BRACKEN	V01701	ND LAND PURCH-OUT OF TOWN
790-7950-429.67-11	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	3,552.30	NELSON, BARRY	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.67-11	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	550.00	SWALSTAD, DENAE	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.67-11	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	600.00	MONTPLAISIR, SUSAN	V05408	FLOOD MIT-ROYAL OAKS AREA
			<b>Total LERRDS - North Dakota - Residential Relocation Assistance</b>	<b>4,817.92</b>			
790-7930-429.67-11	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	500.00	MARK BERNSTEIN	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	420.00	MARK COTTELL	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	1,370.00	MATT GRONBACK	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	800.00	SARAH CHRISTMANN	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	420.00	ANNETTE RASILE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	800.00	DENNIS HOLMEN	V01701	ND LAND PURCH-OUT OF TOWN
			<b>Total LERRDS - North Dakota - Commercial Relocation Assistance</b>	<b>4,310.00</b>			
790-7930-429.71-30	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	47,300.00	BAKER, GORDON & ELIZABETH	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	1,011,265.00	BRACKEN IRREVOCABLE LIVING TRUST	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	948,000.00	EDWARD O SAMUELSON REVOCABLE LIVING TRUST	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	3,971,185.00	JOHNSON, MARTIN	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	64,000.00	LOBERG, STEVE & LISA	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	(122,600.00)	HOLCK, JEREMY & NICHOLE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	48,643.12	LAWRENCE, DONALD & PAMELA	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	728,000.00	LOBERG, STEVE & LISA	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	22,000.00	JAMESON, KARN	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	128,400.00	SONDREAL, PHILIP & ELLEN	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7930-429.71-30	2/18/2021	309885	CASS COUNTY JOINT WATER RESOURCE DI	6,631,263.22	WESTERN TRUST COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	2/18/2021	309885	CASS COUNTY JOINT WATER RESOURCE DI	818,254.84	WESTERN TRUST COMPANY	V01701	ND LAND PURCH-OUT OF TOWN
			<b>Total LERRDS - North Dakota - Land Purchases</b>	<b>14,295,711.18</b>			
790-7930-429.73-20	2/18/2021	309958	SCHMIDT AND SONS CONSTRUCTION INC	35,185.00	PROPERTY STRUCT MITIGATIO	V03803	WP50C-STRUCTURE REMOVALS
			<b>Total LERRDS - North Dakota - Site Improvements</b>	<b>35,185.00</b>			
790-7950-429.73-52	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	13,633.54	INDUSTRIAL BUILDERS INC	V05405	LEVEE/FLOODWALL - BELMONT
790-7950-429.73-52	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	116,479.13	INDUSTRIAL BUILDERS INC	V05402	DEMO/LEVEE/WALL-ROSEWOOD
790-7950-429.73-52	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	207,581.65	KEY CONTRACTING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.73-52	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	290,114.80	KEY CONTRACTING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.73-52	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	35,626.90	KEY CONTRACTING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.73-52	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	75,901.20	LINCO, INC	V05412	DEMO - CITY WIDE

**FM Metropolitan Area Flood Risk Management Project  
Summary of Cash Disbursements Eligible for SWC Funding  
February 2021**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-7950-429.73-52	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	476,196.30	City of Fargo	V05419	STORM LIFT STATION #24
790-7950-429.73-52	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	249,613.20	City of Fargo	V05419	STORM LIFT STATION #24
790-7950-429.38-99	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	10,700.00	FARGO ELECTRIC CONST INC	V05402	DEMO/LEEVE/WALL-ROSEWOOD
			<b>Total ND Construction - Flood Control</b>	<b>1,475,846.72</b>			
790-7950-429.73-66	3/4/2021	310156	HOFFMAN & MCNAMARA NURSERY&LANDSCAP	8,154.88	LANDSCAPE & PLANTING	V02823	LANDSCAPING & PLANTINGS
			<b>Total ND Construction - Landscapping</b>	<b>8,154.88</b>			
790-7950-429.73-70	2/11/2021	309713	CASS COUNTY ELECTRIC-4100 32 AVE SW	37,397.72	I-29 GRADE RAISE PROJECT	V04703	I-29 ROAD RAISE RELOCATN
790-7950-429.73-70	2/11/2021	309713	CASS COUNTY ELECTRIC-4100 32 AVE SW	37,000.61	WILD RICE RIVER STRUCTURE	V04702	WILD RICE RIVER RELOCATN
790-7950-429.38-99	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	7,477.00	CASS COUNTY ELECTRIC-4100	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.38-99	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	5,257.88	XCEL ENERGY	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.38-99	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	46,850.00	CASS COUNTY ELECTRIC-4100	V05422	FLOOD MIT - NORTH SIDE
			<b>Total ND Construction - Utilities</b>	<b>133,983.21</b>			
790-7915-429.33-05	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	360.00	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
790-7915-429.33-05	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	540.00	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
790-7915-429.33-05	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	360.00	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
790-7930-429.33-05	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	1,339.00	PROSOURCE TECHNOLOGIES	V01203	Cass Joint Water OH8
790-7930-429.33-05	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	4,444.75	ULTEIG ENGINEERS	V01201	Cass Joint Water ROE
790-7930-429.33-05	2/11/2021	309759	HOUSTON-MOORE GROUP LLC	10,736.71	BOUNDARY SURVEYING	V01628	BOUNDARY SURVEYING SRVCS
790-7930-429.33-05	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	21,374.40	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
790-7930-429.33-05	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	21,353.30	PROSOURCE TECHNOLOGIES	V01201	Cass Joint Water ROE
790-7930-429.33-05	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	36,720.72	HDR ENGINEERING, INC.	V01201	Cass Joint Water ROE
790-7930-429.33-05	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	78,024.60	SRF CONSULTING GROUP, INC	V01201	Cass Joint Water ROE
790-7930-429.33-05	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	56,172.10	SRF CONSULTING GROUP, INC	V01201	Cass Joint Water ROE
790-7915-429.33-05	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	702.50	DELVEOP DRAFT OPERATIONS	V01615	DRAFT OPERATIONS PLAN
790-7915-429.33-05	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	17,026.75	PERMIT SUBMITTAL	V01616	PERMIT SUBMITTAL PREP
790-7915-429.33-05	2/18/2021	309874	BEAVER CREEK ARCHAEOLOGY	3,336.63	CULTURAL INVESTIGATION	V02601	CULTURAL INVESTIGATION
790-7915-429.33-05	2/18/2021	309874	BEAVER CREEK ARCHAEOLOGY	6,893.85	CULTURAL INVESTIGATION	V02601	CULTURAL INVESTIGATION
790-7915-429.33-05	2/18/2021	309874	BEAVER CREEK ARCHAEOLOGY	46,667.28	CULTURAL INVESTIGATION	V02601	CULTURAL INVESTIGATION
790-7915-429.33-05	2/18/2021	309874	BEAVER CREEK ARCHAEOLOGY	9,516.30	CULTURAL INVESTIGATION	V02601	CULTURAL INVESTIGATION
790-7915-429.33-05	2/18/2021	309874	BEAVER CREEK ARCHAEOLOGY	6,618.67	CULTURAL INVESTIGATION	V02601	CULTURAL INVESTIGATION
790-7915-429.33-05	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	18,573.00	I-29 GRADE RAISE DESIGN	V01620	SEAI-129 GRADE RAISE DSGN
790-7915-429.33-05	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	4,051.00	TASK ORDER #22	V01622	MITIGATION SUPPORT SRVCS
790-7915-429.33-05	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	6,946.75	PERMIT COMPLIANCE MONITOR	V01631	PERMIT COMPLIANCE MONITOR
790-7915-429.33-05	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	47,776.94	WORK-IN-KIND	V01626	WORK-IN-KIND (WIK)
790-7952-429.33-05	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	67,678.24	PROJECT MANAGEMENT	V01601	HMG - PROJECT MANAGEMENT
790-7952-429.33-05	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	17,901.16	SERVICES DURING CONST	V01623	CONSTRUCTN/BID SVCS WP43
790-7990-429.33-05	2/18/2021	309912	HOUSTON-MOORE GROUP LLC	11,923.23	SERVICES DURING CONST	V02806	CONSTRUCTION SVCS WP42
790-7930-429.33-05	3/4/2021	310158	HOUSTON-MOORE GROUP LLC	102,301.20	PROCUREMENT SUPPORT	V01621	P3 RFP PROCUREMENT SUPPRT
790-7930-429.33-05	3/4/2021	310096	ADVANCED ENGINEERING INC	27,775.33	PROPERTY STRUCTURE MITIGA	V01630	PROPERTY STRUCTURE MITGTN
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	55,653.22	DIVERSION ENG SERVICES	V00302	PROGRAM MGMT SERVICES
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	5,906.34	HDR ENGINEERING INC	V05405	LEEVE/FLOODWALL - BELMONT
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	5,343.11	HDR ENGINEERING INC	V05405	LEEVE/FLOODWALL - BELMONT
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	1,525.87	City of Fargo	V05405	LEEVE/FLOODWALL - BELMONT
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	1,486.50	KLI ENGINEERING, LLC	V05402	DEMO/LEEVE/WALL-ROSEWOOD
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	7,866.45	City of Fargo	V05402	DEMO/LEEVE/WALL-ROSEWOOD
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	12,278.55	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	29,963.55	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	9,651.96	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	8,752.40	MOORE ENGINEERING INC	V05422	FLOOD MIT - NORTH SIDE



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Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	21,850.70	City of Fargo	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	34,288.60	City of Fargo	V05422	FLOOD MIT - NORTH SIDE
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	4,087.81	HOUSTON ENGINEERING INC	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	56,946.32	City of Fargo	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	355.23	City of Fargo	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	4,899.12	HOUSTON ENGINEERING INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	115.00	City of Fargo	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	711.31	HOUSTON ENGINEERING INC	V05409	FLOOD MIT-WOODCREST DRIVE
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	2,099.25	HOUSTON ENGINEERING INC	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	35,011.92	HOUSTON ENGINEERING INC	V05411	FLOOD MIT-OAK GROVE AREA
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	(820.00)	KLI ENGINEERING, LLC	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	2,476.00	KLI ENGINEERING, LLC	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	7,989.60	City of Fargo	V05412	DEMO - CITY WIDE
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	47,619.63	City of Fargo	V05419	STORM LIFT STATION #24
790-7950-429.33-05	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	24,961.32	City of Fargo	V05419	STORM LIFT STATION #24
790-7915-429.33-05	2/18/2021	309867	AECOM TECHNICAL SERVICES, INC	17,973.50	CULTURAL RESOURCES INVEST	V01004	SEA CULTURAL RES INVEST
790-7930-429.33-05	3/4/2021	310096	ADVANCED ENGINEERING INC	184,700.50	DIVERSION ENG SERVICES	V00302	PROGRAM MGMT SERVICES
Total Engineering Services				1,210,808.17			
790-7950-429.33-06	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	1,170.50	BRAUN INTERTEC CORP	V05412	DEMO - CITY WIDE
790-7950-429.33-06	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	2,059.50	BRAUN INTERTEC CORP	V05412	DEMO - CITY WIDE
790-7950-429.38-99	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	64.00	BRAUN INTERTEC CORP	V05425	ASBESTOS TESTING CITY WIDE
790-7950-429.38-99	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	1,721.75	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.38-99	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	103.50	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.38-99	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	14,126.50	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
790-7950-429.38-99	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	14,126.50	BRAUN INTERTEC CORP	V05413	FLOOD MIT-52ND AVE/UNV DR
Total Quality Testing				33,372.25			
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	123.00	OHNSTAD TWICHELL, P.C.	V01202	Cass Joint Water DPAC
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	2,968.00	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	2,542.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	3,020.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	7,832.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	15,619.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	39,472.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	1,652.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	1,897.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	744.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	2,432.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	659.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	23,900.58	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	6,284.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	24.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	592.60	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	1,091.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	118.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	944.69	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	2,578.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	236.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	236.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	108.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	186.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	136.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	214.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE

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790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	2,015.74	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	83.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	3,246.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	279.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	270.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	360.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	201.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	605.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	183.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	88.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	3,574.18	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	251.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	517.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	133.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	723.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	827.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	2,528.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	4,130.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	2,291.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	2,607.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	844.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	140.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	39.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	1,698.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	592.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	1,968.00	OHNSTAD TWICHELL, P.C.	V01205	CCIWRD-Sheyenne Rvr Mitgn
790-7930-429.33-25	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	3,656.89	OHNSTAD TWICHELL, P.C.	V01206	CCIWRD-SE Cass Drains
790-7910-429.33-25	3/5/2021	847	P CARD BMO	102,616.28	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7930-429.33-25	3/5/2021	847	P CARD BMO	277,849.94	DORSEY AND WHITNEY LLP	V00101	Dorsey Whitney Legal
790-7950-429.33-25	3/5/2021	847	P CARD BMO	63,187.08	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7950-429.33-25	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	1,666.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	43.00	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	86.00	SERKLAND LAW FIRM	V05418	FLOOD ACQUISITIONS
790-7950-429.33-25	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	2,618.00	ERIK R JOHNSON & ASSOCIAT	V05418	FLOOD ACQUISITIONS
790-7930-429.33-25	4/5/2021	851	P CARD BMO	56479.74	DORSEY AND WHITNEY LLP	V00101	Dorsey Whitney Legal
790-7930-429.33-25	4/5/2021	851	P CARD BMO	340435.48	DORSEY AND WHITNEY LLP	V00101	Dorsey Whitney Legal
790-7910-429.33-25	2/18/2021	309939	OXBOW, CITY OF	575.00	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
790-7930-429.33-25	3/5/2021	847	P CARD BMO	93.00	OHNSTAD TWICHELL PC	V00103	General & Admin. LERRDS
<b>Total Legal Services</b>				<b>995,118.20</b>			
790-7930-429.33-32	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	27,825.00	PACHIN MESSNER VALUATION	V01201	Cass Joint Water ROE
790-7950-429.33-32	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	1,533.28	SRF CONSULTING GROUP, INC	V05401	DEMOLITION/LEVEE-HARWOOD
790-7950-429.33-32	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	2,185.99	SRF CONSULTING GROUP, INC	V05401	DEMOLITION/LEVEE-HARWOOD
790-7950-429.33-32	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	477.45	SRF CONSULTING GROUP, INC	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.33-32	3/26/2021	JB15200010	CITY OF FARGO-AUDITORS OFFICE	1,464.91	SRF CONSULTING GROUP, INC	V05408	FLOOD MIT-ROYAL OAKS AREA
<b>Total Appraisal Services</b>				<b>33,486.63</b>			
790-7930-429.38-99	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	4,158.50	KAREN KLEIN MEDITATION	V01201	Cass Joint Water ROE
<b>Total Consulting Services</b>				<b>4,158.50</b>			
790-7920-429.33-79	2/18/2021	309887	CH2M HILL ENGINEERS INC	410,093.60	PROGRAM MGMT & SERVICES	V00211	CH2M HILL-6/2019-12/2021
790-7920-429.33-79	2/18/2021	309887	CH2M HILL ENGINEERS INC	448,435.25	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
790-7930-429.33-79	2/18/2021	309887	CH2M HILL ENGINEERS INC	7,137.77	PROPERTY ACQUISITION	V00210	CH2M HILL-LAND ACQUISITION
790-7920-429.33-79	2/18/2021	309939	OXBOW, CITY OF	1,778.40	MOORE ENGINEERING, INC,	V02421	OXBOW MOU-MOORE PROJ MGMT

**FM Metropolitan Area Flood Risk Management Project  
Summary of Cash Disbursements Eligible for SWC Funding  
February 2021**


Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
Total Construction Management				867,445.02			
790-7990-429.34-55	3/4/2021	310102	AON RISK SERVICES CENTRAL, INC	6,468.75	RTISK ADVISORY SERVICES	V03201	PRE-AWARD P3 RISK ADVISOR
Total Financial Advisor				6,468.75			
790-7930-429.52-70	2/18/2021	309972	WATTS AND ASSOCIATES, INC	8,701.29	CROP INS PRODUCT DEVEL	V06901	CROP INSURANCE DEVELOPMNT
Total Crop Loss Program Development Costs				8,701.29			
790-7930-429.62-51	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	111.70	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	48.86	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	1,269.56	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	113.36	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	23.48	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	50.76	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	100.87	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7950-429.62-51	3/26/2021	J815200010	CITY OF FARGO-AUDITORS OFFICE	126.46	FSI XCEL ENERGY PMTS	V05418	FLOOD ACQUISITIONS
790-7950-429.62-51	3/26/2021	J815200010	CITY OF FARGO-AUDITORS OFFICE	183.37	FSI XCEL ENERGY PMTS	V05418	FLOOD ACQUISITIONS
790-7950-429.62-50	3/26/2021	J815200010	CITY OF FARGO-AUDITORS OFFICE	43.18	FSI XCEL ENERGY PMTS	V05418	FLOOD ACQUISITIONS
790-7950-429.62-50	3/26/2021	J815200010	CITY OF FARGO-AUDITORS OFFICE	46.72	FSI XCEL ENERGY PMTS	V05418	FLOOD ACQUISITIONS
790-7930-429.62-52	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	1,061.21	DAKOTA PLANS AG	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	31.32	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	2/11/2021	309723	CASS COUNTY JOINT WATER RESOURCE DI	27.00	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7950-429.38-99	3/26/2021	J815200010	CITY OF FARGO-AUDITORS OFFICE	120.71	XCEL ENERGY	V05412	DEMO - CITY WIDE
790-7950-429.38-99	3/26/2021	J815200010	CITY OF FARGO-AUDITORS OFFICE	10.63	XCEL ENERGY	V05412	DEMO - CITY WIDE
790-7950-429.38-99	3/26/2021	J815200010	CITY OF FARGO-AUDITORS OFFICE	445.89	XCEL ENERGY	V05409	FLOOD MIT-WOODCREST DRIVE
790-7950-429.38-99	3/26/2021	J815200010	CITY OF FARGO-AUDITORS OFFICE	18.85	XCEL ENERGY	V05409	FLOOD MIT-WOODCREST DRIVE
790-7950-429.38-99	3/26/2021	J815200010	CITY OF FARGO-AUDITORS OFFICE	41.05	XCEL ENERGY	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	3/26/2021	J815200010	CITY OF FARGO-AUDITORS OFFICE	47.53	XCEL ENERGY	V05410	FLOOD MIT-ELM CIRCLE AREA
790-7950-429.38-99	3/26/2021	J815200010	CITY OF FARGO-AUDITORS OFFICE	508.15	XCEL ENERGY	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.38-99	3/26/2021	J815200010	CITY OF FARGO-AUDITORS OFFICE	1,095.94	XCEL ENERGY	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7950-429.38-99	3/26/2021	J815200010	CITY OF FARGO-AUDITORS OFFICE	60.71	XCEL ENERGY	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	3/26/2021	J815200010	CITY OF FARGO-AUDITORS OFFICE	230.42	CASS COUNTY ELECTRIC COOP	V05407	FLOOD MIT-RIVERWOOD ADDTN
790-7950-429.38-99	3/26/2021	J815200010	CITY OF FARGO-AUDITORS OFFICE	46.35	XCEL ENERGY	V05407	FLOOD MIT-RIVERWOOD ADDTN
Total Property Holding Costs				5,864.08			
Total Expense for Period				19,198,489.98			



(14)

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: MARCH 23, 2021**

**RE: NOTICE OF GRANT AWARD FROM THE NORTH DAKOTA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR  
TITLE X FAMILY PLANNING PROGRAM. G19.1240 CFDA NO.  
93.217, \$214,888**

This is a request to approve the funds being received from the ND Department of Health and Human Services to support the Title X Family Planning Program at Fargo Cass Public Health. The funding amount is \$214,888.

No budget adjustments.

If you have questions, please contact Desi Fleming at 241.1380.

**Suggested Motion:** Move to approve the grant from the North Dakota Department of Health and Human Service for Title X Family Planning funds.

DF/lls  
Enclosure

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (01-2020)

Grant Number G19.1240	CFDA Name Family Planning – Services	CFDA Number 93.217	
FAIN Number FPHA006472	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 4/1/2021	Grant End Date 3/31/2022
Federal Award Date	Federal Awarding Agency Department of Health and Human Services		

This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program Title X Family Planning Program	North Dakota Department of Health (NDDoH) Project Code 4561 HLH 5112 01
Grantee Name Fargo Cass Public Health	Project Director Cora Rabenberg
Address 1240 25 <sup>th</sup> Street S	Address 600 E. Boulevard Ave., Dept. 301
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0200
Contact Name Desi Fleming	Contact Name Cora Rabenberg
Telephone Number 701-241-1360	Telephone Number 701-328-4535
Email Address dfleming@fargond.gov	Email Address crabenberg@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$214,888	\$0	\$214,888
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$214,888	\$0	\$214,888
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

**Scope of Service**

Grantee will provide voluntary family planning which consists of educational, comprehensive medical and social services necessary to aid individuals to determine freely the number and spacing of their children. Grantee will provide these services at the Fargo and Cass County Jail locations. Grantee must follow Sections 1001, 1007 and 1008 of the Title X Public Health Service Act: 42 CFR Part 59, subpart A. Grantee must follow the North Dakota Family Planning Program's Policy and Procedure and Protocol manuals as provided. Grantee must follow the approved FY2021-2022 application.

**Reporting Requirements**

Monthly, quarterly, semi-annual and annual reports are to be submitted to the Family Planning Program state office as outlined by the North Dakota Family Planning Program Policy and Procedures manual and Delegate Reporting Schedule. Failure to submit the required reports and attend delegate director meetings will result in the reevaluation of services and funding. Reimbursement will be processed upon Department approval of expenditures and reports. Request for reimbursement must be submitted using the Program Reporting System (PRS). Expenditure report for the period ending June 30, 2021, must be received by July 15, 2021. Expenditure report for the period ending March 31, 2022, must be received by April 15, 2022.

**Special Conditions**

Not applicable.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Fiscal Services Use Only: ☒ Requirements Received; ☒ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 3/23/21	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Deanna Askew, Director, Division of Family Health and Wellness	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	


If attachments are referenced, they must be returned with the signed award.  
If you did not receive attachments as indicated, contact the Program Director identified above.



(15)

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: MARCH 24, 2021**

**RE: AGREEMENT BETWEEN RICHLAND COUNTY HEALTH  
DEPARTMENT AND FARGO CASS PUBLIC HEALTH FOR NURSE  
PRACTITIONER SERVICES FOR \$64.00 PER HOUR**

The attached agreement is for a nurse practitioner from Fargo Cass Public Health to provide Family Planning services for the Richland County Health Department in Wahpeton, North Dakota.

No budget adjustment.

If you have any questions please contact me at 241.1380.

**Suggested Motion:**

Move to approve the agreement with Richland County Health Department to provide nurse practitioner services.

DF/lls  
Enclosure



**Public Health**  
Prevent. Promote. Protect.  
Richland County Health Department

## Richland County Health Department

413 3<sup>rd</sup> Avenue North

Wahpeton, ND 58075

Telephone (701) 642-7735 Fax (701) 642-7746

[www.richlandcountyhealth.org](http://www.richlandcountyhealth.org)

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AGREEMENT BETWEEN  
RICHLAND COUNTY HEALTH DEPARTMENT  
AND  
FARGO CASS PUBLIC HEALTH

An agreement to provide nurse practitioner for family planning services is hereby made between Richland County Health Department and Fargo Cass Public Health. The parties agree as follows:

**SERVICES PROVIDED:**

Fargo Cass Public Health agrees to provide nurse practitioner services for providing family planning client services on site a minimum of two times a month and telemedicine encounters as scheduling allows for Richland County Health Department. All services will be provided based on Richland County Family Planning policies, procedures and protocols.

**COMPENSATION:**

Compensation will be at a rate of \$64.00 per hour for client services and travel time. Mileage will be compensated at the current IRS rate per mile.

**PAYMENT:**

Payment shall be made to Fargo Cass Public Health upon receipt of monthly billing statement.

**TERMS OF AGREEMENT:**

This agreement shall take effect January 1, 2021 and shall terminate December 31, 2021. Continued services will be considered and subsequent agreement will be written if needed.



**Public Health**  
Prevent. Promote. Protect.  
Richland County Health Department

## Richland County Health Department

413 3<sup>rd</sup> Avenue North  
Wahpeton, ND 58075  
Telephone (701) 642-7735 Fax (701) 642-7746  
[www.richlandcountyhealth.org](http://www.richlandcountyhealth.org)

Termination of the Agreement of a date earlier than that stated may occur after given thirty (30) day notice by either Richland County Health Department of Fargo Cass Public Health.

### INDEMNIFICATION:

The Richland County Health Department agrees to indemnify, hold harmless and defend Fargo Cass Public Health, its agents, servants and employees from and against all claims, actions, losses, costs and expense (including attorney's fees and litigation costs), judgments, settlement payments, and, whether or not reduced to final judgment, all liabilities, damages or fines paid, incurred or suffered by any third parties in connection with loss of life, personal injury and/or damage to property arising from, directly or indirectly, wholly or in part, (i) the actions of any nurse practitioner in the course of providing services outlined in this agreement or (ii) any violation of any law, ordinance, order, rule or regulation of governmental authorities having jurisdiction over Fargo Cass Public Health.

IN WITNESS THEREOF, the parties have executed this Agreement of the dates set out below:

2/26/2021

Date

Kayla Carlson

Kayla Carlson, Director  
Richland County Health Dept  
Wahpeton, ND

3/24/2021

Date

Desi Fleming

Desi Fleming, Director  
Fargo Cass Public Health  
Fargo, ND

                      
Date

Timothy J. Mahoney  
Mayor, City of Fargo





(16)

## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** DESI FLEMING *DF*  
DIRECTOR OF PUBLIC HEALTH

**DATE:** MARCH 31, 2021

**RE:** NOTICE OF GRANT AWARD AMENDMENT FROM THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR FAMILY PLANNING PHQ-2 AND PHQ-9 SCREENING G19.1223 CFDA NO. 93.994, \$4,320

This is a request to approve the amendment to the previous grant so it can include screening for clients 24 and younger. The funds being received from the ND Department of Health to support the Family Planning's use of the screening tools of PHQ-2 and PHQ-9 for the diagnosing of depression and suicidal thoughts at Fargo Cass Public Health. The funding amount is \$4,320.

If you have questions, please contact Desi Fleming at 241.1380.

**Suggested Motion:** Move to approve the amendment for the grant from the North Dakota Department of Health and Human Service for continuing use of depression screening tools.

DF/lls  
Enclosure

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (01-2020)

Grant Number G19.1223A	CFDA Name Maternal and Child Health Services Block Grant to States	CFDA Number 93.994
FAIN Number B04MC33858	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 2/15/2021
Federal Award Date 10/25/2019	Grant End Date 9/30/2021	
Federal Awarding Agency Department of Health and Human Services		

This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program Family Planning PHQ-2 and PHQ-9 Screening	North Dakota Department of Health (NDDoH) Project Code 4551 HLH 3130 04
Grantee Name Fargo Cass Public Health	Project Director Mandy Slag
Address 1240 25 <sup>th</sup> Street South	Address 600 East Boulevard Ave., Dept. 301
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck ND 58505-0200
Contact Name: Larry Anenson	Contact Name: Mandy Slag
Telephone Number: 701-241-8575	Telephone Number: 701-328-4537
Email Address: lanenson@cityoffargo.com	Email Address: mslag@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$0	\$0	\$0
Previous Funds Awarded	\$4,320	\$0	\$4,320
Total Funds Awarded	\$4,320	\$0	\$4,320
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

**Scope of Service**

This amendment changes the reimbursement for completed PHQ-2 and PHQ-9 depression screenings for Family Planning clients to include those 24 years of age or less. All other scope of service requirements of the original agreement remain the same.

**Reporting Requirements**

With each expenditure report, attach the Ahlers report which shows the number of completed PHQ-2 and PHQ-9 depression screenings for Family Planning clients 24 years of age or less reported for the month.

All other reporting requirements of the original agreement remain the same.

**Special Conditions**

All special conditions of the original agreement remain the same.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Fiscal Services Use Only: ☒ Requirements Received; ☒ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 3/31/21	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Deanna Askew, Director, Division of Family Health and Wellness	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	


If attachments are referenced, they must be returned with the signed award.  
If you did not receive attachments as indicated, contact the Program Director identified above.



(17)

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: MARCH 31, 2021**

**RE: SUBAWARD AGREEMENT WITH THE NATIONAL ENVIRONMENTAL  
HEALTH ASSOCIATION (NEHA) FOR \$2,500 FOR PARTICIPATING IN  
THE NEARS EXPLORER PROGRAM FOR FOOD SAFETY**

The attached subaward agreement with the National Environmental Health Association (NEHA) is for \$2,500 and will terminate on July 31, 2021. The funding will support food safety program initiatives to explore involvement in CDC's National Environmental Assessment Reporting Systems.

**2021 Revenue**

NEHA Food Safety	101-0000-366-10-02	\$2,500
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If you have any questions please contact me at 241.1380.

**Suggested Motion:**

Move to approve the subaward agreement with the National Environmental Health Association.

DF/lls  
Enclosure



## National Environmental Health Association

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303-756-9090  
720 S. Colorado Blvd., Suite 1000-N, Denver, CO 80246-1926  
staff@neha.org

March 25, 2021

Fargo Cass Public Health  
Attn: Mary Frances Smith Greterman

Re: NEARS Explorer Program Application

Dear Mary Frances Smith Greterman,

Congratulations! The National Environmental Health Association (NEHA), in conjunction with the Centers for Disease Control and Prevention (CDC), is pleased to inform you that your application for the National Environmental Assessment Reporting System (NEARS) Explorer Program has been selected for funding. Your award will be in the amount of \$2,500. This funding will support program initiatives related to environmental assessments and will allow your regulatory organization the opportunity to learn more about NEARS. The project period will run from April 1, 2021, through July 31, 2021.

Please let NEHA know your intent by following the instructions below:

- If your agency/department is no longer interested or able to accept the award, please email me as soon as possible or no later than March 31, 2021.
- If you accept, please review the attached subaward contract. You will need to fill in any parts that are highlighted in yellow. Please have it reviewed by the appropriate parties, sign, and submit it back to NEHA by COB March 31, 2021.

After you submit your signed subcontract, you will receive a confirmation email and can begin project activities on or after April 1, 2021. If you have any questions, please do not hesitate to reach out to me directly. We look forward to providing the opportunity for you to learn more about NEARS and ultimately expand the NEARS Program and participation.

Sincerely,

Laura Wildey  
Senior Program Analyst, Food Safety  
Program and Partnership Development Department  
National Environmental Health Association  
(202) 792-3658 x363  
lwildey@neha.org



720 South Colorado Blvd.  
Suite 1000-N  
Denver, Colorado 80246-1926  
Phone (303) 756-9090  
Fax (303) 691-9490  
www.neha.org

## **SUBAWARD AGREEMENT**

This Subaward Agreement is effective as of the date of the later signature indicated below, between the National Environmental Health Association (NEHA) with its principal place of business, 720 S Colorado Boulevard, Suite 1000N, Denver, Colorado 80246 and Fargo Cass Public Health (hereinafter referred to as "Subrecipient"), with its principal place of business at 1240 25<sup>th</sup> Street South, Fargo, ND, 58103.

WHEREAS, NEHA wishes to hire Subrecipient to perform the services specified herein for NEHA to enhance the programmatic activities of a grant;

WHEREAS, Subrecipient wishes to perform such services for NEHA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

### ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Subrecipient agrees to fully engage and participate in the NEARS Explorer program in support of NEHA's programmatic activities under CDC-RFA-OT18-1802 as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Subrecipient shall act at all times in a professional manner consistent with the standards of the industry.
2. TERM OF AGREEMENT: The term of the Agreement shall begin on April 1, 2021 through July 31, 2021, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto.
3. PAYMENT FOR PARTICIPATION: In consideration for participation in the NEARS Explorer program, NEHA agrees to reimburse the Subrecipient for eligible costs incurred up to \$2,500. Eligible costs are those previously approved by NEHA and are listed in Attachment I. All payments will be made within 30 days of receipt of final invoice from Subrecipient and following approval by NEHA for approved activities, as outlined on Attachment I. The final invoice must be received by NEHA no later than 30 days after the end date of the Agreement.

### ARTICLE II: GENERAL PROVISIONS

1. PAYMENT OF TAXES AND OTHER LEVIES: Subrecipient shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
2. INDEMNIFICATION: Subrecipient agrees to defend, hold harmless and indemnify NEHA and its directors, officers, employees, representatives, agents, and contractors from and against all losses, costs, damages, claims, expenses, or other liability whatsoever (including all reasonable attorneys' fees) arising out of or connected with Subrecipient's services under this Agreement, including, but not limited to, any accident or injury to persons or property.

3. **REVISIONS AND AMENDMENTS:** Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
4. **CONTINGENCY CLAUSE:** This Agreement is subject to the terms of any agreement between NEHA and its Primary Funder and in particular may be terminated by NEHA without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NEHA under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NEHA.
5. **INTERFERING CONDITIONS:** Subrecipient shall promptly and fully notify NEHA of any condition that interferes with, or threatens to interfere with, the successful carrying out of Subrecipient's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof.
6. **TERMINATION:** Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party.
7. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the subrecipient.
8. **ADDITIONAL FUNDING:** No additional funds will be allocated to this project beyond the amount listed in #3 under Special Provisions of this Agreement.
9. **NOTICE:** All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via email.
10. **AUTHORITY TO BIND:** Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

**NEHA:**

By:  \_\_\_\_\_

Name: Gail P. Vail, CPA, CGMA

Title: Associate Executive Director,  
Finance and Administration

Date: 3/24/2021

**SUBRECIPIENT:**

By:  \_\_\_\_\_

Name: Desi Fleming, MSN, RN

Title: Director of Public Health

Date: 03/25/2021

By: \_\_\_\_\_

Name: Timothy J. Mahoney

Title: Mayor, City of Fargo

Date: \_\_\_\_\_

## **National Environmental Health Association**

### **SUBRECIPIENT AGREEMENT – ATTACHMENT I**

#### **SCOPE OF WORK**

During the term of this Agreement, Subrecipient agrees to the following:

Funding will support food safety program initiatives to explore involvement in CDC's National Environmental Assessment Reporting Systems. Supported activities include:

- Staff time to learn about NEARS, such as
  - Taking Environmental Assessment Training (EATS) or equivalent training course as identified by NEHA to conduct environmental assessments
  - Participating in a NEARS webinar training session
  - Attending a regional or national NEARS presentation
- Purchase of environmental sampling/other investigation equipment to build capacity in foodborne outbreak investigation.
- Activities that encourage local programs within the state to participate.

#### **Technical Requirements:**

The agreement between NEHA and subrecipient is to be performed April 1, 2021 through July 31, 2021. Subrecipient shall provide the following technical requirements:

1. Have a state or local food safety program.
2. The ability to attend online trainings and webinars.
3. Have the ability to register for NEARS.

#### **Reporting Schedule**

Subrecipient shall submit a final summary report using the provided and approved NEHA final report template. Final reports must be submitted, along with the final invoice, to Laura Wildey at [lwildey@neha.org](mailto:lwildey@neha.org) and cc: [ppd\\_invoices@neha.org](mailto:ppd_invoices@neha.org) no later than August 31, 2021.

#### **Deliverables:**

The deliverables for the work to be performed include the following:

1. Completion of the online Environmental Assessment Training Series (EATS), or alternate approved training course
2. Completion of the Introduction to NEARS webinar series hosted by CDC
3. Registered as a NEARS site (optional)
4. Final report and invoice submitted to NEHA by August 31, 2021



## Fargo Inspections

City of Fargo  
225 Fourth Street North  
701-241-1561  
fax 701-241-1526



---

### Memorandum

DATE: March 31, 2021  
TO: Mayor Mahoney and Board of City Commissioners  
FROM: Bruce Taralson, Inspections Director  
SUBJECT: Dangerous Building Notice and Order – 1343 2 Avenue S., Fargo, ND 58103

---

The property owner of 1343 2 Avenue S., Fargo, ND the property that is subject of the attached Notice, is deceased, and therefore my order has not been fulfilled to either obtain a permit to repair or remove the damaged structure at said location within the time allowed. In accordance with Fargo Municipal Code Article 21-0405, it will now be necessary for you to set a date for a hearing of this order at which time interested parties will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-0405, to set Monday, April 19, 2021 at 5:15PM as the date and time for the hearing regarding the dangerous building order for the structure located at 1343 2 Avenue S., Fargo, ND 58103.**



# Fargo Inspections

City of Fargo  
225 4th Street North  
701-241-1561  
701-476-6779 fax



## NOTICE OF DANGEROUS BUILDING

TO: Jeremy Kelly  
408 8 Avenue S.  
Fargo, ND 58103-2828

YOU ARE HEREBY Given Notice of the following:

1. That this Notice is being given to you pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings.

2. That the building with which this Notice is concerned is commonly known as 1343 2 Ave S, Fargo, ND and is located on that tract of land in the city of Fargo, more particularly described as follows:

Eddy & Fullers Auditors Outlots, Block 14, E 42.5 FT of W 85 FT of S 110 FT of C.

(hereinafter referred to as "the building")

3. That an inspection was made of the building on February 12, 2021 by Bill Thompson, Building Inspector of the City of Fargo.

4. That the building inspector for the City of Fargo has found the building, consisting of a two-story, wood-framed structure to be a Dangerous Building within the standards set forth in the Fargo Municipal Code, Article 21-04, Dangerous Buildings and IPMC Code 108.1.5 concerning Dangerous Structures.

5. This building has been found to be a dangerous building by the building inspector. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with the notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the county of Cass. It is unlawful to remove this notice until such notice is complied with. Source: 1952 Rev. Ord. 21-0404.

6. That the owner of the building must demolish the building within 30 (thirty) days from the date of this notice or obtain a permit to repair. To obtain a permit, see 'Conditions Found Statement' below.

7. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.
8. The building is unsafe and constitutes a public nuisance pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and Section 116 of the International Building Code as adopted by Article 21-0101 of the Fargo Municipal Code.
9. You are further given Notice that unless the building is demolished within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and the International Building Code and the owner will be assessed such costs as are provided for therein.
10. Order for vacation of building. The undersigned building official has determined that the building or structure must be vacated as required by Section 108.2 of the International Property Maintenance Code, 2018 edition. Therefore, it is hereby ordered that the building or structure shall be vacated immediately, and remain vacated, on this 16th day of February, 2021.
11. Order to secure building. The undersigned building official has determined that the building must remain secured. Therefore, it is hereby ordered that all means of entering the building remain secured to prevent unauthorized entrance. **An inspector will continue to verify compliance.** Failure to keep the building secured will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.
12. Application for Appeal. Section 111.1 of the International Property Maintenance Code states that any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on the claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Dated this 16<sup>th</sup> day of February, 2021.

**Conditions Found Statement**

On February 12, 2021, Building Inspector Bill Thompson, was present at 1343 2 Ave S, Fargo, ND to address a compliant inspection. The following violations were found:

- Multiple windows are broken.
- Electricity is turned off.
- Multiple extension cords are connected to East neighbor.
- Electrical panel and meter have been tampered with.
- Owner is deceased. Multiple squatters on site.
- City boarded up property on 2/12/2021.
- Multiple complaint calls to police department.
- Debris in rear yard.

The following action must be taken:

- Remove debris in rear yard.
- Provide full engineering on all systems and structure to obtain a permit. The structure must be repaired according to the permit and within a timely manner.
- Or, the structure must be demolished within 30 days of this notice as noted on page one of this document.

  
\_\_\_\_\_  
Bill Thompson  
Building Inspector  
City of Fargo, ND

  
\_\_\_\_\_  
Bruce Taralson  
Inspections Director

2/16/2021  
\_\_\_\_\_  
Date Signed

**AFFIDAVIT OF SERVICE**

STATE OF NORTH DAKOTA     )  
  ) ss.  
COUNTY OF CASS                             )

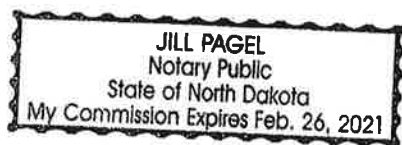
**Re: Posting of Dangerous Building Notice – 1343 2 Avenue S., Fargo, ND**

Bill Thompson, being first duly sworn and being of legal age, deposes and says that on the 16<sup>th</sup> day of January 2021, he posted the attached notice upon the following address:


1343 2 Avenue S.  
Fargo, ND 58103

  
\_\_\_\_\_  
Bill Thompson

Subscribed and sworn to before me this 16<sup>th</sup> day of February, 2021.



(SEAL)

  
\_\_\_\_\_  
Notary Public  
Cass County, North Dakota

[illegible]

Gretchen Morlan, being first duly sworn and being of legal age, deposes and says that on the 16<sup>th</sup> day of February, 2021, she served the attached notice, upon Jeremy Kelly, by placing true and correct copies thereof in an envelope addressed as follows:

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Certified Mail.

  
Gretchen Morlan

Subscribed and sworn to before me this 16<sup>th</sup> day of February, 2021.



Guiragel  
Notary Public  
Cass County, North Dakota

(SEAL)

**CERTIFIED MAIL**

City of Fargo  
225 4th Street North  
Fargo ND 58108

**USPS CERTIFIED MAIL**

9214 8901 9403 8332 3141 74



JEREMY KELLY  
408 8TH AVE S  
FARGO ND 58103-2828

58102>4817

NIXIE

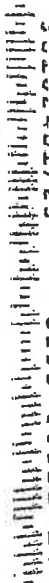
581 7E L

01/02/19/21

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

EC: 58102481725

\*0235-00022-19-21



neopost

02/16/2021

**US POSTAGE**

**\$005.86**



ZIP 58102  
041L12204758

*h/c*

(19)

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR**  
**JAN ELIASSEN, HARM REDUCTION DIRECTOR**

**DATE: APRIL 1, 2021**

**RE: APPROVE MOU WITH FAMILY HEALTHCARE AT GLADYS RAY SHELTER'S  
TEMPORARY ENGAGEMENT CENTER (FORMER POLICE BUILDING)**

City staff have identified Family Healthcare as a service provider to use space at no cost within the Gladys Ray Shelter's temporary Engagement Center at the former police building. It will offer essential community-based healthcare services for those with limited ability to pay. The City Attorney's Office and City staff have developed a memorandum of understanding attached for the City Commission's consideration and approval.

The key business points of the MOU include:

- Term: One-year agreement commencing the date of final signature by undersigned entities.
- Rent and Utilities: No payment of rent or utilities required by FHC.
- Parking: Parking to be available in Lot C1 and behind former public health building
- Indemnification: FHC agrees to indemnify and hold harmless the City and assigns from and against any and all liability, damages, penalties, judgments, or claims, whether it be FHC's employees or all persons in the Subject Property at its or their invitation.
- Maintenance: FHC shall be responsible for general maintenance of its designated area.
- Cleaning: FHC shall be responsible for sufficiently cleaning its designated area; City will clean all common areas.

**RECOMMENDED ACTION:** Approve the proposed memorandum of understanding between the City of Fargo and Family HealthCare.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF FARGO  
AND  
FAMILY HEALTHCARE CENTER**

This MEMORANDUM OF UNDERSTANDING (hereinafter "Agreement") is entered into between the **CITY OF FARGO**, a North Dakota municipal corporation, whose address is 225 Fourth Street North, Fargo, North Dakota, 58102 (hereinafter "City"), and **FAMILY HEALTHCARE CENTER, INC.**, a North Dakota non-profit corporation, whose address is 301 Northern Pacific Avenue, Fargo, North Dakota, 58102 (hereinafter "FHC"). The City and FHC shall be cumulatively referred to herein as the "Parties" or individually as a "Party."

**WHEREAS**, the purpose of this Agreement is to establish an understanding and arrangement between FHC and the City to utilize the former Fargo Police Department downtown station, located at 224 4<sup>th</sup> Street North, Fargo, North Dakota, 58102 (hereinafter "Subject Property") as a temporary location to maintain and continue FHC operations provided to homeless or vulnerable individuals and families; and

**WHEREAS**, it is the City's intention to make the Subject Property available, without the payment of rent or utilities, provided the intended space is not needed for City operations or sold, which then City purpose shall take priority; and

**WHEREAS**, the parties wish to memorialize the terms, provisions, and conditions contained in this Agreement in writing.

**NOW THEREFORE**, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. **Recitals.** The recitals previously set forth in this agreement are incorporated herein.
2. **Ownership.** The City owns the Subject Property and shall retain such ownership. The City agrees to allow FHC to use said Subject Property to provide healthcare services, without the payment of rent or utilities, provided the intended space is not needed for City operations or sold, which then the City's purpose shall take priority.
3. **Relationship of the Parties.** This Agreement shall not constitute a partnership or joint venture by and between FHC and the City. Each of the parties is independent of the other and although they will coordinate their efforts, neither party is assuming any obligation of the other party. FHC is solely responsible for its operations and employees. The grant herein is non-exclusive.
4. **Term.** The term of this Agreement shall be one (1) year as of the effective date of this Agreement. This Agreement is subject to annual review and renewal provided said Subject Property is still available for this purpose.



5. Termination. This Agreement may be terminated by either party for any reason, or no reason. In the event the intended space is needed for City operations or sold, the City's purpose shall take priority. This Agreement is terminated upon written notice by either party.

6. Services. FHC shall provide healthcare services under the direction of Health Resources and Services Administration (HRSA), a federal agency governing community-based healthcare services for those with limited ability to pay. Both FHC and HRSA have agreed to use the Subject Property to provide such healthcare services.

7. Accessibility. City shall provide FHC key fob access and parking passes to access Subject Property and parking Lot C1. Additional parking is located behind the former public health building. Access to Subject Property shall be limited to authorized personnel only, and be the responsibility of FHC. All FHC employees shall be issued a City ID card or small plastic key fob for the card readers. In the event access key fobs, parking passes, or ID cards, are lost or stolen, it is the sole responsibility of FHC to immediately inform Jan Eliassen, Fargo Cass Public Health Harm Reduction Director. If any of the above-described items are lost or stolen and in need of replacement, FHC is fully responsible for the cost of replacement. All access keys, parking passes, and ID cards shall be returned immediately upon cessation of use of the Subject Property.

8. Maintenance. FHC shall be responsible for general maintenance of its designated area within Subject Property. This includes, but is not limited to, broken windows, broken doorknobs, holes in walls, or any type of wear and tear damage, which may or may not be caused by its employees or invitees. City shall be responsible for major building repair items including, but not limited to, failure of a mechanical item such as a water heater, furnace/AC unit, or the elevator. City will also provide snow removal services at Subject Property.

9. Cleaning. FHC shall be responsible for sufficiently cleaning its designated area within Subject Property. FHC shall provide its own cleaning products and related supplies. City shall be responsible for cleaning all common areas, including the lobby area and stairs.

10. Smoking. The Subject Property has a designated smoking area. FHC agrees it is solely responsible to prevent its invitees and employees from smoking in any other location on Subject Property other than the designated smoking area.

11. Notice. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement is said notice or election is (a) delivered personally, (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

To the City:

City of Fargo  
ATTN: Director of Planning & Development  
Fargo City Hall  
225 Fourth Street North  
Fargo, ND 58102

To FHC:

Family Healthcare Center, Inc.  
ATTN: Patrick Gulbranson  
301 Northern Pacific Avenue  
Fargo, ND 58102

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this Agreement.

12. Indemnification. FHC agrees to indemnify and hold harmless the City and any of its officers, employees, contractors, consultants, representatives, agents, and assigns from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property upon the Subject Property, including any person or property in or upon Subject Property, whether it be FHC's employees or all persons in the Subject Property at its or their invitation. All property kept, maintained, or stored on the Subject Property shall be so kept, maintained and stored at the sole risk of FHC. FHC further agrees its contractors, successors, or assigns in connection with the use of the Subject Property in furtherance of its initiative, shall, at FHC's own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the City or in which the City may be joined with other parties upon any such above-mentioned manner or claim(s). This Agreement to indemnify and hold harmless will include indemnity against all costs, expenses, and liabilities, including any attorney fees, reasonably incurred in or in connection with any such claims or proceedings brought thereof. This indemnification provision will survive the termination of this Agreement and any subsequent agreements of the parties contemplated herein.

13. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

14. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

15. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.

16. Force Majeure. Neither party shall be liable to the other party during any period in which its performance is delayed or prevented, in whole or in part, by circumstance beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, fire), war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such circumstance occurs, the party claiming the delay shall undertake reasonable action to notify the other party of the same.

17. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this Agreement.

18. Binding Effect. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.

19. Governing Law. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

20. Rules of Construction. The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.

21. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

22. Effective Date. The effective date of this Agreement is the date of final signature by the undersigned entities.

*(Signature pages to follow.)*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF FARGO, NORTH DAKOTA,**  
a North Dakota municipal corporation

By: \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**FAMILY HEALTHCARE CENTER, INC., a**  
North Dakota non-profit corporation

By:   
Patrick Gulbranson

Its: Chief Executive Officer

20

**MEMORANDUM**

**TO:** Fargo City Commission

**FROM:** Mark Williams, Assistant Planning Director *mw*

**DATE:** April 1, 2021

**SUBJECT:** Change Order #3 for the GTC Underground Project (BP0041)

The construction project repairing the GTC underground parking garage requires modification to the scope of work. The changes are a result of materials not available and on back order. Change order #3 proposes to extend the construction contract for substantial completion and final payment.

Gast Construction was unable to complete the expansion joint installation along the north side of Municipal Court due to a lack of material. The material was back ordered and delivered at the end of March. Additionally, the average temperature needs to be 40 degrees or above to successfully install the expansion joint.

Recommendation: Approve Change Order #3 extending the contract with Gast Construction to Substantial Completion by 4/30/21 and Ready for Final Payment by 5/7/21.

## CHANGE ORDER NO. 3

Date of Issuance: 3/16/2021

Effective Date: 11/24/2020

<b>PROJECT TITLE</b> <i>Underground (BP0041)</i>
<b>OWNER</b> <i>City of Fargo</i>
<b>CONTRACTOR</b> <i>Gast Construction Company, Inc.</i>
<b>ORIGINAL CONTRACT DATE</b> <i>1/31/2020</i>

THE CONTRACT DOCUMENTS ARE MODIFIED AS FOLLOWS UPON EXECUTION OF THIS CHANGE ORDER

**1. ADDITIONS OR DELETIONS TO THE CONTRACT AND ASSOCIATED COSTS**

Spec. No.	Item	Description of Addition or Deletion	Unit	Quantity	Unit Price	Affect On Contract Price
00520	1	Contract Extension	LS	1	\$0.00	\$0.00
<b>TOTAL COST FOR THESE CONTRACT ADDITIONS OR DELETIONS</b>						<b>\$0.00</b>

**2. JUSTIFICATION FOR ADDITIONS OR DELETIONS TO CONTRACT**

Contractor ran out of materials to complete the expansion joint. Materials are on back order until March 2021.

**3. CHANGE TO CONTRACT AMOUNT**

ORIGINAL CONTRACT AMOUNT:	\$654,660.00
NET INCREASE/DECREASE FROM PREVIOUS CHANGE ORDER(S):	\$48,713.60
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER:	\$703,373.60
INCREASE/DECREASE FROM THIS CHANGE ORDER:	\$0.00
<b>NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER:</b>	<b>\$703,373.60</b>

**4. CHANGE TO CONTRACT TIMES****Original Contract Times:**

Substantial Completion (Days or Date):	10/2/2020
Ready For Final Payment (Days or Date):	10/30/2020

**Contract Times from previously Approved Change Orders**

Substantial Completion (Days or Date):	10/27/2020
Ready For Final Payment (Days or Date):	11/24/2020

**Contract Times will be Increased/Decreased because of this Change Order** *Increased***Contract Times including this Change Order**

Substantial Completion (Days or Date):	4/30/2021
Ready For Final Payment (Days or Date):	5/7/2021

**5. REQUIRED SIGNATURES - Not valid until signed by Owner. Signature of Contractor indicates agreement herewith, including any adjustments in the Contract Amount or Contract Times**

**ACCEPTED:**

By: \_\_\_\_\_  
OWNER (Authorized Signature)

Name: Timothy J. Mahoney

Title: Mayor

Date: \_\_\_\_\_

**ACCEPTED:**

By:  \_\_\_\_\_  
CONTRACTOR (Authorized Signature)

Name: James Gast

Title: President

Date: 3/16/21

**RECOMMENDED:**

By:  \_\_\_\_\_  
ENGINEER (Authorized Signature)

Name: Cassie McNames

Title: Project Manager

Date: 3/16/2021

**ACCEPTED:**

Funding Agency (if applicable)

By: \_\_\_\_\_  
FUNDING AGENCY (Authorized Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



(21)

MEMORANDUM

**TO:** City Commission

**FROM:** Donald Kress, current planning coordinator *DKC*

**DATE:** April 1, 2021

**RE:** Waiver of protest for alley improvements---Arcadia Park View Addition

---

On January 11<sup>th</sup>, 2021, the City Commission approved the plat of Arcadia Park View Addition, a one-lot, one-block plat with frontage on Oak Street North, 8<sup>th</sup> Avenue North, and the mid-block alley. This property owner, Dmitry Kovalyov of Arcadia Park View, LLC, owns all the property on the east side of this alley. This alley is unpaved.

Based on communication from other property owners along this alley who were concerned with paving the alley in the future, staff contacted Mr. Kovalyov regarding having him sign a waiver of protest for future alley improvements. Mr. Kovalyov responded that he would agree to not protest future alley improvements when his properties were leased and providing income.

The attached waiver of protest, prepared by the city attorney's office, reviewed by the Engineering and Planning Departments, and signed by the property owner, reflects the property owner's willingness to waive protest at some future time.

**SUGGESTED MOTION:**

To approve the attached waiver of protest for alley improvements.

## Waiver of Protest Agreement

**THIS AGREEMENT**, made and entered by and between **THE CITY OF FARGO**, a North Dakota municipal corporation, hereinafter referred to as “City”, and Arcadia- Park View, LLC, a North Dakota limited liability company, hereinafter referred to as “Owner”.

### **RECITALS:**

1. The undersigned is the owner of the following described property:  
Lot 1, Block 1, of Arcadia Park View Addition, a Replat of Lot 8 and part of Lots 9 & 10, Block 6 of Truesdell’s Addition to the City of Fargo, County of Cass, State of North Dakota.  
Hereinafter “Property.”
2. Owner seeks to plat the Property, and in doing so seeks to rezone the property from SR-3, Single Dwelling Residential to SR-4, Single Dwelling Residential.
3. As a condition of such Zone change request, Owner has agreed to waive protest of paving of the adjacent alley, the need for such paving likely being exacerbated by the increased use of the alley due to the request zone change.

**NOW, THEREFORE**, for good and valuable consideration hereby acknowledged by the parties, it is hereby agreed as follows:

1. Owner is the owner of all right, title and interest in the described Property.
2. Owner understand and agrees that the zoning change from MR-3 Single Dwelling Residential to MR-4 Single Dwelling Residential will likely result in more traffic and use of the alley adjacent to the Property, which also serves properties on the other side of the alley.
3. Owner understands and agrees that as a result of the anticipated increased alley use, paving of the alley is more likely than not, and that the property owners may petition the City to complete the alley at any time.
4. Owner understands and agrees that paving and other municipal improvements which are enumerated in N.D. Cent. Code §40-22-01 N.D.C.C. may be completed to serve the Property and others, and that special assessments therefore will be levied and assessed against the Property for such improvements; accordingly, Owner agrees to waive Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to North Dakota Century Code § 40-22-17 at such time as Owner's rental properties located at 822 Oak Street North and 18 8<sup>th</sup> Street North are completed and occupied, providing Owner a source of revenue for such assessments. Owner hereby specifically consents to the paving and construction of such improvements and to the assessment of the costs thereof against the Property upon satisfaction of the above stated contingency.
5. The parties agree and understand that this Waiver of Protest agreement may be recorded, and is binding on the parties' successors and assigns.

(Signatures on following page)

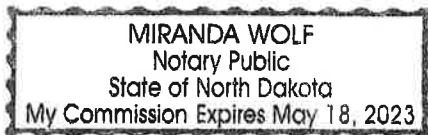
Dated this 30<sup>th</sup> day of March, 2021.

**Arcadia- Park View, LLC, a North Dakota limited liability company**

By Dmitry Kovalyov  
Dmitry Kovalyov  
President

STATE OF NORTH DAKOTA     )  
  ) ss:  
COUNTY OF CASS                    )

On this 30<sup>th</sup> day of March, 2021, before me, a notary public in and for said county and state, personally appeared Dmitry Kovalyov, to me known to be the president of Arcadia-Park View, LLC, the entity described in and that executed the within and foregoing instrument, and acknowledged to me that said entity executed the same.



Miranda Wolf  
Notary Public  
Cass County, North Dakota

Seal

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

corporation

**CITY OF FARGO, a North Dakota municipal**

\_\_\_\_\_  
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

STATE OF NORTH DAKOTA     )  
  ) ss:  
COUNTY OF CASS             )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a notary public in and for said county and state, personally appeared Dr. Timothy J. Mahoney, M.D. and Steve Sprague, to me known to be the Mayor and City Auditor, respectively, described in and that executed the within and foregoing instrument, and acknowledged to me that said entity executed the same.

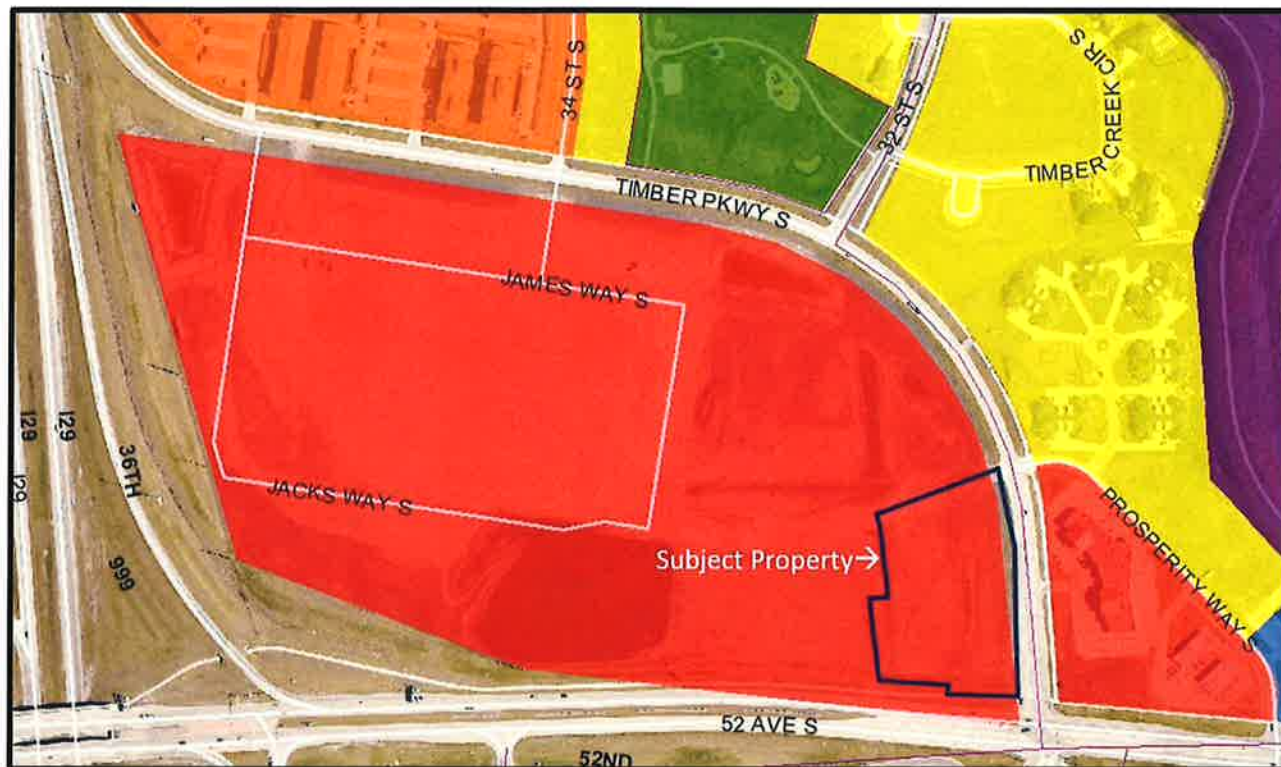
\_\_\_\_\_  
Notary Public  
Cass County, North Dakota

Seal

City of Fargo Staff Report			
<b>Title:</b>	Timber Parkway Fifth Addition	<b>Date:</b>	1/27/2021
		<b>Update:</b>	4/1/2021
<b>Location:</b>	5055 and 5061 Timber Parkway South	<b>Staff Contact:</b>	Donald Kress, planning coordinator
<b>Legal Description:</b>	Lots 1 and 2, Block 1, Timber Parkway Third Addition		
<b>Owner(s)/Applicant:</b>	PLC Investment and First International Bank and Trust / Blake Carlson- Christianson Companies	<b>Engineer:</b>	Bolton & Menk
<b>Entitlements Requested:</b>	<b>Minor Subdivision</b> (Replat of Lots 1 and 2, Block 1, Timber Parkway Third Addition to the City of Fargo, Cass County, North Dakota including a vacation of negative access easement)		
<b>Status:</b>	City Commission Public Hearing: April 5, 2021		
<b>Existing</b>		<b>Proposed</b>	
<b>Land Use:</b> Undeveloped		<b>Land Use:</b> Commercial	
<b>Zoning:</b> GC, General Commercial		<b>Zoning:</b> No change	
<b>Uses Allowed:</b> GC – General Commercial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, aviation, surface transportation, and major entertainment events.		<b>Uses Allowed:</b> No change	
<b>Maximum Building Coverage Allowed:</b> 85%		<b>Maximum Density Allowed:</b> No change	
<b>Proposal:</b>			
<p>The applicant requests one entitlement:</p> <ol style="list-style-type: none"> <li>1. A minor subdivision, entitled <b>Timber Parkway Fifth Addition</b> which is a replat of Lots 1 and 2, Block 1, Timber Parkway Third Addition to the City of Fargo, Cass County, North Dakota. The purpose of this plat is to vacate a portion of the existing Negative Access Easement along the property frontage on Timber Parkway South. The lot configurations will not change.</li> </ol> <p>The two properties are zoned GC, General Commercial . No zone change is proposed. The uses and types of housing allowed in the GC zone are noted above.</p> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p><b>Surrounding Land Uses and Zoning Districts:</b></p> <ul style="list-style-type: none"> <li>• North: GC, General Commercial, with retail sales uses</li> <li>• East: GC, General Commercial (across Timber Parkway South) with retail sales uses</li> <li>• South: City of Frontier (across 52<sup>nd</sup> Avenue South) with residential uses</li> <li>• West: GC, General Commercial; under development</li> </ul>			

**Area Plans:**

The subject property is designated as "Commercial" on the 2001 South Remainder Land Use Plan.



2001 S Remainder  
Land\_Use

Med High Res or Office	Low Med Res or Med High Res
Med High Res	Low Med Res or Parkland
Office	Commercial or Office
Parkland	Commercial
Public and Inst	Low Med Res

**Schools and Parks:**

**Schools:** The subject property is located within the Fargo School District and is served by Centennial Elementary, Discovery Middle and Davies High schools.

**Neighborhood:** The subject property is located within the Centennial neighborhood.

**Parks:** Meadow Creek Park, located at 4800 Meadow Creek Drive, is approximately one-quarter mile east of the subject property and offers the amenities of a large, grassy open space.

**Pedestrian / Bicycle:** An off-road multi-use trail is adjacent to the south side of proposed Lot 2, within the 52<sup>nd</sup> Avenue South right of way, which is a component of the metro area bikeways system.

**Staff Analysis:**

The plat will vacate a portion of the existing Negative Access Easement along the property frontage on Timber Parkway South, allowing an existing access easement to be extended to that street for additional

access to the two lots. The lot configurations will not change, and utility connections that are in place on the current lots will not change.

#### **SUBDIVISION**

The LDC stipulates that the following criteria are met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The subject property is designated as "Commercial" in the 2001 South Remainder Land Use Plan. The properties within this plat are currently zoned GC, General Commercial, which is consistent with that land use designation. No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any communication regarding this project. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

**Suggested Motion:** "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed **Timber Parkway Fifth Addition** subdivision plat, as presented, as the proposal complies with the Standards of Article 20-06, and all other applicable requirements of the LDC."

#### **Planning Commission Recommendation: February 2, 2021**

At the February 2, 2021 Planning Commission hearing, the Commissioners, by a vote of 6 to 0 with three Commissioners absent and two Commission seats vacant, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed **Timber Parkway Fifth Addition** subdivision plat, as presented, as the proposal complies with the Standards of Article 20-06, and all other applicable requirements of the LDC."

#### **Attachments:**

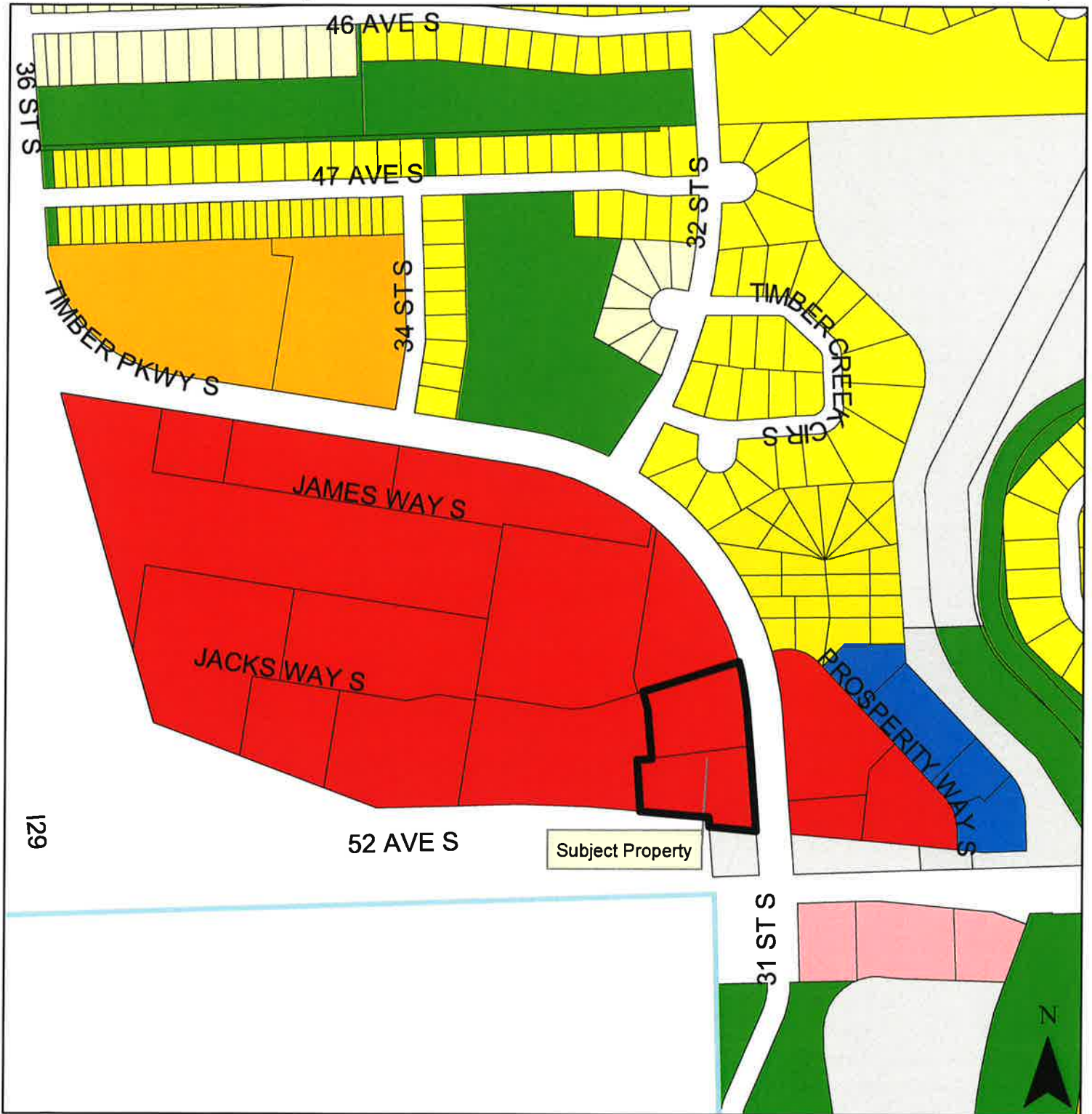
1. Zoning Map
2. Location Map
3. Preliminary Plat



# Plat (Minor)

## Timber Parkway Fifth Addition

5055 & 5161 Timber Pkwy S



### Legend

AG	LC	MHP	SR-2
DMU	LC	MNC	SR-3
GO	MR-1	UMU	SR-4
GO	MR-2	UMU	SR-5
GO	MR-3	UMU	SR-6
GO	MR-3	UMU	SR-7
GO	MR-3	UMU	SR-8
GO	MR-3	UMU	SR-9
GO	MR-3	UMU	SR-10
GO	MR-3	UMU	SR-11
GO	MR-3	UMU	SR-12
GO	MR-3	UMU	SR-13
GO	MR-3	UMU	SR-14
GO	MR-3	UMU	SR-15
GO	MR-3	UMU	SR-16
GO	MR-3	UMU	SR-17
GO	MR-3	UMU	SR-18
GO	MR-3	UMU	SR-19
GO	MR-3	UMU	SR-20
GO	MR-3	UMU	SR-21
GO	MR-3	UMU	SR-22
GO	MR-3	UMU	SR-23
GO	MR-3	UMU	SR-24
GO	MR-3	UMU	SR-25
GO	MR-3	UMU	SR-26
GO	MR-3	UMU	SR-27
GO	MR-3	UMU	SR-28
GO	MR-3	UMU	SR-29
GO	MR-3	UMU	SR-30
GO	MR-3	UMU	SR-31
GO	MR-3	UMU	SR-32
GO	MR-3	UMU	SR-33
GO	MR-3	UMU	SR-34
GO	MR-3	UMU	SR-35
GO	MR-3	UMU	SR-36
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GO	MR-3	UMU	SR-38
GO	MR-3	UMU	SR-39
GO	MR-3	UMU	SR-40
GO	MR-3	UMU	SR-41
GO	MR-3	UMU	SR-42
GO	MR-3	UMU	SR-43
GO	MR-3	UMU	SR-44
GO	MR-3	UMU	SR-45
GO	MR-3	UMU	SR-46
GO	MR-3	UMU	SR-47
GO	MR-3	UMU	SR-48
GO	MR-3	UMU	SR-49
GO	MR-3	UMU	SR-50
GO	MR-3	UMU	SR-51
GO	MR-3	UMU	SR-52
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GO	MR-3	UMU	SR-67
GO	MR-3	UMU	SR-68
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GO	MR-3	UMU	SR-70
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GO	MR-3	UMU	SR-93
GO	MR-3	UMU	SR-94
GO	MR-3	UMU	SR-95
GO	MR-3	UMU	SR-96
GO	MR-3	UMU	SR-97
GO	MR-3	UMU	SR-98
GO	MR-3	UMU	SR-99
GO	MR-3	UMU	SR-100

500

Fargo Planning Commission

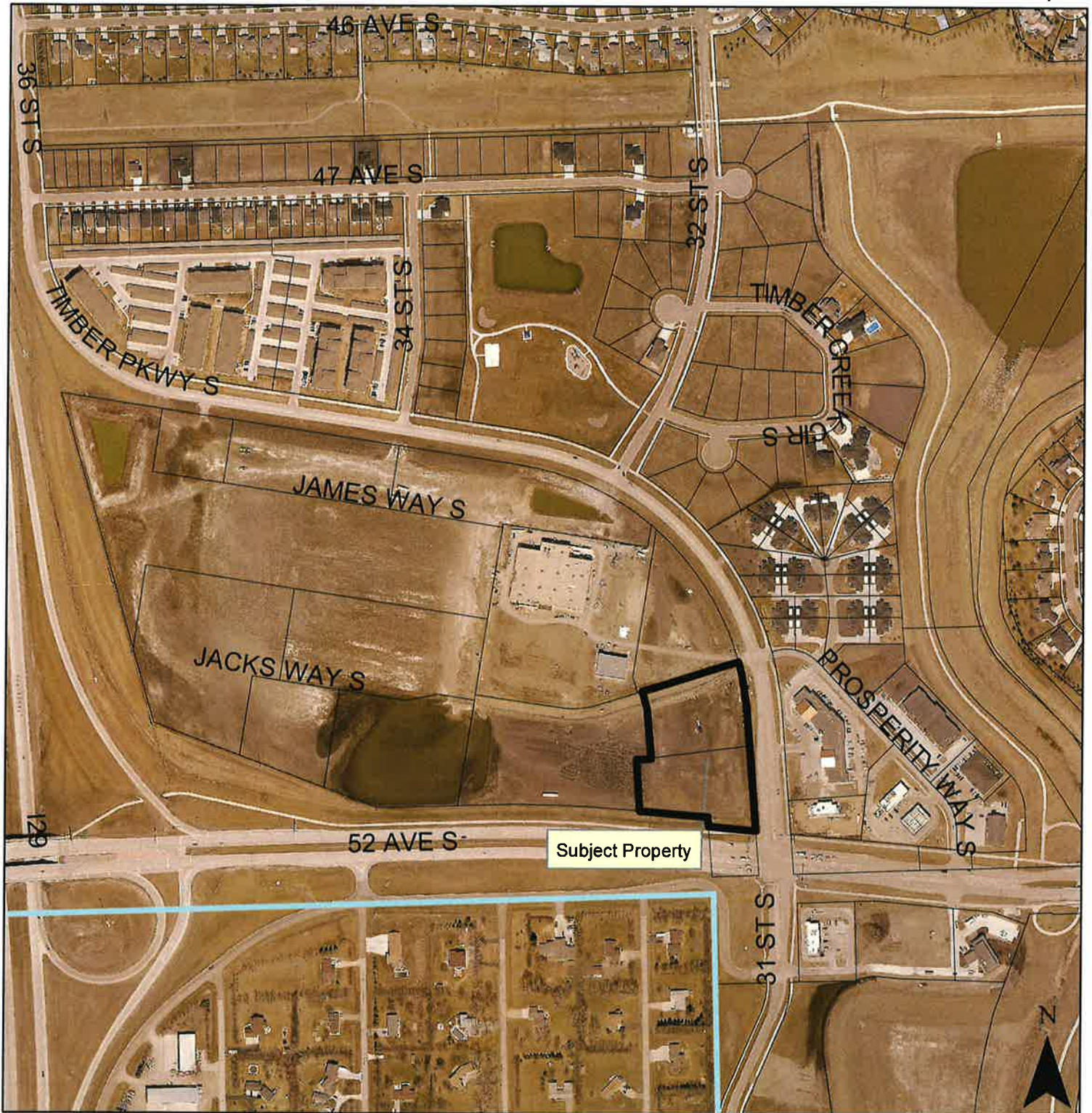
February 2, 2021



## Plat (Minor)

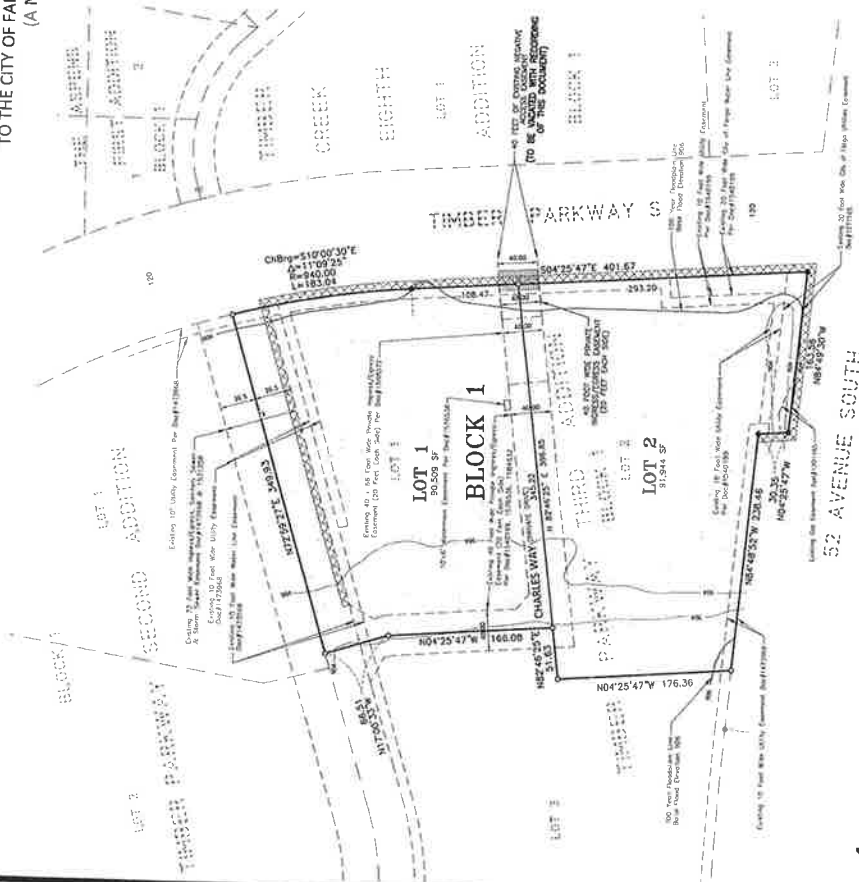
### Timber Parkway Fifth Addition

5055 & 5161 Timber Pkwy S



**TIMBER PARKWAY FIFTH ADDITION**

A REPLAT OF LOTS 1 AND 2, BLOCK 1 OF TIMBER PARKWAY THIRD ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA  
(A MINOR SUBDIVISION)

[illegible]

PREPARED BY  
**BOLTON & MENK**

### OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That PAC Investment LLC, a North Dakota Limited Liability Company, owner, and First International Bank and Trust, mortgagee, of the following described land:

0.1, Block 1 of TIMBER PARKWAY THIRD ADDITION to the City of Fargo according to the recorded plat thereof on file in the office of the County Recorder, Cass County, North Dakota.

IND First First International Bank and Trust, a North Dakota State Bank, owner of the following deposited land:  
 1st, 2nd & 3rd TIMES RANNEY THIRD ADDITION to the City of Fargo according to the record plat thereof on file in the office of the County Recorder, Cass County, North Dakota.

aid parcel contains 182,453 square feet of land, more or less and is subject to all easements, restrictions, reservations and rights of way of record, if any.

2d. Gamers have caulked the above described joints of land to be surveyed and plotted as "TRAMER PARKWAY FIFTH ADDITION" in the City of Fargo, Cass County, North Dakota and do hereby waive the 40 feet of Negative Access easement as shown for vacation on this plat and do hereby dedicate Charles Way (Private Drive) also shown as 40 foot wide private ingress/egress easement, to lots 1 and 2 as shown on this plat for the purpose so stated.

OWNER: LOT 1  
C Investment LLC

*C. Mc...*

Kevin Christensen, President

State of North Dakota  
County of Cass

SS

OWNER: LOT 2  
First International Bank & Trust

*Brian J...*

Brian J. ...  
First International Bank & Trust, President

State of North Dakota  
County of Cass

SS

On this 5th day of January in the year 2023  
before me personally appeared Christine Ann, President  
of Investment LLC, known to me to be the person who  
is authorized to execute the within instrument, and  
she acknowledged to me that he executed the same  
for the purposes and consideration therein expressed.

WING LAMSON  
NOTARY PUBLIC  
State of North Dakota  
My Commission Expires May 17, 2024

STORAGE HOLDER, LOT 1:  
International Bank & Trust  
*Michael Hagen*  
Michael Hagen, Switzerland Branch

of North Dakota } 55  
ity of Cass

is 9th day of February, in the year 1921  
me personally appeared Edwin Hagen, East Market  
Trust International Bank & Trust known to me to be  
person who is described in and who executed the within  
written instrument, and acknowledged to me that he executed the  
on behalf of First International Bank & Trust

WITNESSES:  
Public

WITNESSES:  
NORTH DAKOTA  
County of Cass  
State of North Dakota  
My Commission Expires May 17, 2023

### SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

Greg Stacey, Engineering Professor and Lead Surveyor under the laws of the State of North Dakota, does hereby certify that this plat is a correct representation of the survey, that all distances shown are correct and that the monuments for the boundaries of future surveys have been located or placed in the ground as shown and that the article boundary lines are correctly designated on the plat.

Date: 2/1/2021  
County of Cass }  
State of North Dakota }

### BENCHMARK

EXISTING NEGATIVE ACCESS EASEMENT PER DOCP# 47  
TO BE VACATED WITH RECORDING OF THIS DOCUMENT

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by City Engineer this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

State of North Dakota } ss  
County of Cass

In this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me, a Notary Public within and for said County and State, personally appeared \_\_\_\_\_, a female, known to me to be the person who is identified in said will executed the within instrument, and acknowledged to me that she executed the same in City Engineer for the City of Fargo.

Notary Public

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this 3rd day of April

February 2007  
John H. ...  
North Carolina, Planning Commission Chair  
SS  
North Carolina

In this 16 day of February in the year 2021 before me, a notary public within and for said County and State, personally appeared Wendell W. Winkler, Jr., known to me to be the person who executed in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the First Planning Commission.

Mr. Wanda Wall  
Marysville

**FARGO CITY COMMISSION APPROVAL**

Approved by the Board of City Commissioners and ordered filed the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Timothy J. McManus, Mayor  
 Steven Marquis, City Auditor

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at the City of Fargo, North Dakota, I, \_\_\_\_\_, County Auditor within and for said County and State, personally appeared Timothy McManus, Mayor, and Steven Ferguson, City Auditor before me to see if the provisions herein are complied with and who executed the within instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.


Primary Public



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**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR**   
**AARON NELSON, PLANNING COORDINATOR**

**DATE: MARCH 31, 2021**

**SUBJECT: REQUEST FOR APPROVAL OF SERVICES WITH CZB, LLC (SSP21051)**

The Planning Department is requesting approval of sole source procurement to contract with czb, LLC to assist the City of Fargo with a master services agreement for two distinct task areas. In summary, these services are to provide guidance and technical support towards implementation of the Fargo Core Neighborhoods Master Plan, as well as technical assistance for Planning Department work plan development and growth plan analysis.

This request for sole source procurement was approved by the Finance Committee on March 1, 2021. This contract has a not-to-exceed figure of \$105,000, which can be supported through the City of Fargo's Planning Services funds as allocated in 2021.

**Task Area A – Planning Department Technical Assistance:**

As we begin 2021, planning staff needs additional support to advance some analysis for land use planning on the south and southwest portions of the city. As we coordinate with the Diversion Authority and our abutting jurisdictions, we want to be mindful that the planning decisions regarding land use do not jeopardize priorities and goals of the City of Fargo. This task will allow us to take advantage of the consultant's knowledge and experience from the work conducted over the past year, and provide peer review of upcoming planning decisions and strategies related to new growth proposals and development patterns. This work will prepare the City to create a RFP for a full-fledged growth plan update and comprehensive plan. (The current growth plan was adopted 14 years ago, in 2007.)

**Task Area B – Citywide Core Neighborhoods Plan Implementation:**

In order to develop an organized approach to multiple perceived issues within the City's oldest neighborhoods (e.g., blight, infill development, affordability), the Planning Department issued a request for proposals for the development of a core neighborhoods master plan, in July of 2019. Out of the 13 firms to submit proposals from across the country, czb, LLC was unanimously chosen by a City selection committee—based on czb's expertise in neighborhood development, similar work experience, and citizen-focused approach, among other things.

Czb worked hand-in-hand with City staff, partner agencies, and neighborhood citizens throughout 2020 to develop the Fargo Core Neighborhoods Master Plan, which was recently completed. The Plan includes a "toolkit" of synergetic recommendations that are intended to improve the condition and outlook of Fargo's core neighborhoods. While some of these recommendations are straightforward, many will require a "heavy lift" in terms of interdepartmental and inter-organizational coordination, resource allocation, process change, and staffing considerations. In short, successful implementation will require efforts beyond the scope of the Planning Department and efforts that require a level of coordination that will stretch the City's current capacity.

As such, the Planning Department is looking to contract with czb in order to keep momentum moving forward in this effort and to add temporary capacity to lead this citywide effort. Czb is uniquely positioned to take on this work, having just completed a yearlong planning process involving the development of relationships with neighborhood leaders, city staff, and partner organizations; collection and analysis of Fargo's neighborhood and housing market data; and development and refinement of a comprehensive set of strategies to be undertaken at the neighborhood, city, and regional levels.

**Suggested Motion:**

To approve sole source procurement for contract for services with czb, LLC for the scope of work included in the attached contract.

**Attachments**



## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

czb, llc

Estimated Dollar Amount of Purchase:

\$105,000

Is this procurement funded by a federal grant?

No

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

to provide guidance and technical support towards implementation of the Fargo Core Neighborhoods Master Plan, technical assistance for Planning Department work plan development, and technical assistance in preparation for a comprehensive update to the City's growth plan.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

At the end of 2019, czb was awarded the contract to develop the Core Neighborhoods Master Plan after being unanimously selected as the top proposing firm out of a total of 13 project proposals received through a competitive RFP process. Throughout 2020, czb worked with City staff to develop the Core Neighborhoods Master Plan. Throughout this process, czb gained a solid grasp of the "lay of the land" in Fargo, including a thorough understanding of the City organization, partner agencies, and citizen representatives. We believe that the relationships built throughout this past year are critical to continuing this work as we look to transition into the implementation phase of this effort.

Additionally, due to the extensive work completed so far, and their detailed knowledge of the distinctive growth challenges that the City of Fargo will likely face in the near future, we feel that czb is uniquely positioned to elaborate upon their previous work by expanding their analysis from the core neighborhoods to the City as a whole, as we find increased development pressures in the extraterritorial areas.

**Provide a brief description of how your investigation was conducted.** (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. \*\*)

The original contract for the Fargo Core Neighborhoods Master Plan was awarded via competitive RFP process, which was advertised in multiple local and national publications, including the American Planning Association RFP/RFQ website. The selection process included the evaluation of 13 different firms by a five-member selection committee through three rounds of elimination--including two rounds of interviews. Czb was unanimously selected by the selection committee at the conclusion of this process. In many ways, the requested procurement is essentially an addition of scope for this original competitive contract.

**\*\*If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

There is no other entity that has the national planning expertise and the local knowledge and relationships necessary to do this work. A thorough understanding of neighborhood dynamics and their application to Fargo's local context is a requirement for successful implementation of the Core Neighborhoods Plan. The institutional knowledge gained by czb working so closely with City staff over the course of a year cannot be replicated by any other firm without a substantial amount of on-boarding and relationship building on top of the proposed scope of work.

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

N/A



Signature: Nicole Crutchfield  
Digitally signed by Nicole Crutchfield  
DN: cn=Nicole Crutchfield, o, ou,  
email=ncrutchfield@fargond.gov, c=US  
Date: 2021.02.23 18:58:22 -06'00'  
(Requestor)

Printed Name: Nicole Crutchfield

Department: Planning & Development

Title: Director

Date: 2/19/2021

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

NC (Requestor initials)



## Proposal to City of Fargo for 2021 Contract Extension

In response to your request for a proposal to assist the City of Fargo with implementation of the recently completed Core Neighborhoods Master Plan (CNMP) and prepare for other future long-range planning efforts, czb is pleased to offer the following scope of services, to be completed from April 19, 2021 to November 30, 2021 for a "not-to-exceed" figure of \$105,000.

### PLANNING DEPARTMENT TECHNICAL ASSISTANCE

#### Task 1: Housing Reinvestment Programs

- Analyze current community capacities and identify capacity gaps to be addressed
- Identify mission, activity sets, and necessary authorities
- Propose organizational and corporate structure
- Determine staffing and resource needs
- Facilitate staff meetings (and meetings with other relevant stakeholders) to discuss options and recommended directions
- Identify and evaluate potential funding sources
- **Deliverable 1:** Memo on Recommended Directions for Housing Reinvestment Programs 2022-30

#### Task 2: Work Plan Support for Long-Range Planning 2022 and Beyond

- Review existing plans, policies, and related documents in order to:
  - Identify and synthesize one coherent master planning tool/framework
  - Identify gaps and assess long-range planning needs
- Provide technical support for complicated current planning applications in relation to proposed master planning tool/framework
- Analyze and recommend sequencing of long-range planning implementation in P&D
- Facilitate staff meetings (and meetings with other relevant stakeholders) to discuss long-range planning needs and work plan development
- Provide scoping support for potential Growth Management Plan
- **Deliverable 2:** (a) Assessment of Existing Plans and Policies and (b) Memo on Recommended Directions for Long-Range Planning Efforts (this would include, if desired, RFQ language for an updated Growth Management Plan)

### CITYWIDE CORE NEIGHBORHOODS PLAN IMPLEMENTATION

#### Task 3: Facilitation of City of Fargo CNMP Implementation

- Develop a facilitation plan with City Administrator's Office to guide communication with City departments and staff during implementation planning
- Recommend and facilitate interdepartmental coordinating committee (every six weeks)
- Review current plans, budgets, workplans, and organizational documents
- Interview staff of relevant departments
- Support Land Development Code update efforts in relation to CNMP
- As-needed outreach to neighborhood and institutional stakeholders
- Assist with personnel planning related to CNMP activities
- Support budget request preparation
- **Deliverable 3:** Detailed Implementation Plan with Staffing & Resource Recommendations
- **Deliverable 4:** Supporting Documents for (a) 2022 and (b) 2023 Budget Requests

**Timing and Budget**

czb proposes to deliver these services for a duration of approximately seven months—from April 19, 2021 to November 30, 2021—with invoice timing and amount based on completion and acceptance of deliverables. An estimated breakdown of hours and budget allocated to each deliverable is as follows:

	Hours					Cost
	Charles Buki	Eric Ameigh	Thomas Eddington	Peter Lombardi	Total Hours	
Deliverable 1	60	20	20	40	140	\$24,500
Deliverable 2	20	40	70	20	150	\$26,250
Deliverable 3	40	60	60	40	200	\$35,000
Deliverable 4	20	20	20	20	80	\$14,000
Deliverables Total	140	140	170	120	570	<b>\$99,750</b>
Hourly Rate	\$175	\$175	\$175	\$175		

Task	Deliverable	April	May	June	July	Aug.	Sept.	Oct.	Nov.
1	1: Memo on Recommended Directions for Housing Reinvestment Programs 2022-2030						X		
2	2: (a) Assessment of Existing Plans and Policies; (b) Memo on Recommended Directions for Long-Range Planning Efforts				X (a)			X (b)	
3	3: Detailed Implementation Plan with Staffing & Resource Recommendations					X			
3	4: Supporting Documents for (a) 2022 and (b) 2023 Budget Requests		X (a)						X (b)
	Estimated Invoice (not including travel)		\$7,000		\$13,125	\$35,000	\$24,500	\$13,125	\$7,000

X = Projected month of delivery

**czb Travel to Fargo**

czb proposes a travel allowance of \$1,000 per person trip, with a maximum of five (5) person trips to Fargo if in-person attendance is desired. In-person attendance at meetings will be agreed upon by the Planning Director and czb President, and authorized in writing by the Planning Director. The maximum travel budget is \$5,000 and the trip allowance will be invoiced for the months in which the trips take place.

ACCEPTANCE

By signing below, the City of Fargo approves the terms described herein.

Name (Printed): Nicole Crutchfield

Signature: [Signature]

Title: Planning Director

Date: 8/1/21

CONSULTANT

czbLLC, a Virginia limited liability corporation

By: [Signature]

Charles Buki, President



**PUBLIC WORKS/OPERATIONS**

24

Fleet Management, Forestry,  
Streets & Sewers, Watermeters,  
Watermains & Hydrants  
402 23<sup>rd</sup> STREET NORTH  
FARGO, NORTH DAKOTA 58102  
PHONE: (701) 241-1453  
FAX: (701) 241-8100

March 22, 2021

The Honorable Board of City Commissioners  
City of Fargo  
225 Fourth Street N  
Fargo, ND 58102

RE: Fuel Purchase for 3<sup>rd</sup> and 4<sup>th</sup> Quarters of 2021 RFV21027

Commissioners:

The Fuel Procurement Committee, comprised of the Finance Director, the Director of Operations and the Fleet Services Manager, monitors the City of Fargo's current and projected fuel use and the fuel market to determine when conditions are favorable to lock in fuel prices for 80% of the city's projected fuel uses.

On Jan 27, 2021, the Fuel Procurement Committee received bids for 240,000 gallons of #2 Diesel and 110,000 Gallons of Unleaded Gasoline. The award was made to Mansfield Oil Company with a submitted low bid of \$601,097.00 without tax. (RFV21027).

Attached for your review is the Bid Tab from Jan 27, 2021 and the Fuel Contract.

RECOMMENDED MOTION: I/we hereby move to authorize and execute the Forward Fuel Contract (RFV20010) for the 3<sup>rd</sup> and 4<sup>th</sup> Quarters of 2021.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Allan Erickson", written over a horizontal line.

Allan Erickson  
Fleet Services Manager

City of Fargo Fuel Bld for 3<sup>rd</sup> and 4<sup>th</sup> Quarter of 2021

Due by 9:00 AM Central Time, Jan 27, 2021

Please list below your prices on a quarterly basis.

\$ Per Gallon will INCLUDE

Any local freight/delivery charges.

The Federal LUST (Leaking Underground Storage Tank) fee. (One tenth of one cent per gallon)

North Dakota State Inspection fee. (One-fortieth of one cent per gallon)

Federal Oil Spill Recovery Fee

<u>3rd Quarter (July 1 – Sep 30)</u>		<u>Gallons</u>	<u>Cost/Gallon</u>
#2 Diesel Fuel	120,000		<u>1.7939</u>
No-Lead Ethanol 87 Octane	55,000		<u>1.6458</u>
<u>4th Quarter (Oct 1 – Dec 31)</u>			
#2 Diesel Fuel	120,000		<u>1.7725</u>
No-Lead Ethanol 87 Octane	55,000		<u>1.5020</u>
Total Gallons #2	240,000		<u>\$ 427,968.00</u>
Total Gallons No-Lead	<u>110,000</u>		<u>\$ 173,129.00</u>
	350,000		
		TOTAL	<u>\$ 601,097.00</u>
Demurrage Charge per hour <u>after</u> the first hour			<u>\$75.00</u>

Vendor: Mansfield Oil Company of Gainesville, IncSignature: Dan Luther  
Dan Luther (Jan 25, 2021 08:20 EST)Title: Dan Luther, VP, Government SalesDate: 1/25/2021Time: 8:20 AM EST

1-27-21

9:11 AM  
Approve

Accept

  
 Fleet Manager  
 City of Fargo

## 2021 3rd/4th Quarter BID TAB

Farstad Oil		\$0.00		
Mansfield		\$601,097.00		Winning Bid
HTP		\$0.00		
Northdale Oil		\$664,450.00		

HTP		Without Tax	Without Tax
<u>3rd Quarter</u>			
#2 Diesel Fuel	120,000	\$0.0000	\$ -
No-Lead Ethonal 89 Octane	55,000	\$0.0000	\$ -
<u>4th Quarter</u>			
#2 Diesel Fuel	120,000	\$0.0000	\$ -
No-Lead Ethonal 89 Octane	55,000	\$0.0000	\$ -
Avg \$/Gal			
Total Gallons #2	240,000	\$0.0000	\$0.0000
Total Gallons No-Lead	110,000	\$0.0000	\$0.0000
		\$	-

Northdale Oil		Without Tax	Without Tax
<u>3rd Quarter</u>			
#2 Diesel Fuel	120,000	\$1.9550	\$ 234,600.0000
No-Lead Ethonal 89 Octane	55,000	\$1.8500	\$ 101,750.0000
<u>4th Quarter</u>			
#2 Diesel Fuel	120,000	\$1.9550	\$ 234,600.0000
No-Lead Ethonal 89 Octane	55,000	\$1.7000	\$ 93,500.0000
Avg \$/Gal			
Total Gallons #2	240,000	\$1.9550	\$469,200.0000
Total Gallons No-Lead	110,000	\$1.7750	\$195,250.0000
		\$	664,450.00

Farstad Oil		Without Tax	Without Tax
<u>3rd Quarter</u>			
#2 Diesel Fuel	120,000	\$0.0000	\$ -
No-Lead Ethonal 89 Octane	55,000	\$0.0000	\$ -
<u>4th Quarter</u>			
#2 Diesel Fuel	120,000	\$0.0000	\$ -
No-Lead Ethonal 89 Octane	55,000	\$0.0000	\$ -
Avg \$/Gal			
Total Gallons #2	240,000	\$0.0000	\$0.0000
Total Gallons No-Lead	110,000	\$0.0000	\$0.0000
		\$	-

Mansfield		Without Tax	Without Tax
<u>3rd Quarter</u>			
#2 Diesel Fuel	120,000	\$1.7939	\$ 215,268.0000
No-Lead Ethonal 89 Octane	55,000	\$1.6458	\$ 90,519.0000
<u>4th Quarter</u>			
#2 Diesel Fuel	120,000	\$1.7725	\$ 212,700.0000
No-Lead Ethonal 89 Octane	55,000	\$1.5020	\$ 82,610.0000
Avg \$/Gal			
Total Gallons #2	240,000	\$1.7832	\$427,968.0000
Total Gallons No-Lead	110,000	\$1.5739	\$173,129.0000
			\$ 601,097.0000

### Energy Conservation:

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

### Safe Operation of Motor Vehicles:

**Seat Belt Use:** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

**Distracted Driving:** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**Entire Agreement:**

THE TERMS CONTAINED IN THIS CONTRACT CONSTITUTE THE ENTIRE CONTRACT OF THE PARTIES, AND THERE ARE NO CONTRACTS, UNDERSTANDINGS, OBLIGATIONS, PROMISES, ASSURANCES OR CONDITIONS, PRECEDENT OR OTHERWISE, EXCEPT THOSE EXPRESSLY SET OUT HEREIN.

## DESTINATION IS CITY OF FARGO FUELING STATIONS

Dated this 25th day of January, 2021

CONTRACTOR

BUYER

Mansfield Oil Company of Gainesville, Inc

Dan Luther

VP, Government Sales

Title

Title

(Both Parties are Signatories)





(25)  
**PUBLIC WORKS/OPERATIONS**

**Fleet Management, Forestry,  
Streets & Sewers, Watermeters,  
Watermains & Hydrants**  
402 23<sup>rd</sup> STREET NORTH  
FARGO, NORTH DAKOTA 58102  
PHONE: (701) 241-1453  
FAX: (701) 241-8100

March 23, 2021

The Honorable Board of City commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

RE: RFP21065 for Lubrication Products

Commissioners:

On March 22, 2021 request for proposals were received for bulk lubrication products used by the Central Garage Maintenance Dept. Three proposals were submitted by the following vendors.

The results are as follows:

<u>Firm</u>	<u>Total per unit</u>	<u>Projected Usage</u>
A&I Distributing		\$75,029.70
Farstad Oil		\$76,325.91
RDO Moorhead		\$184,552.27

The review committee consisting of Allan Erickson and Dan Schaeffer determined that the proposal submitted by A&I Distributing met all of the required specifications. The terms of the RFP are for an initial 3 years with a written extension for up to an additional 2 years. Our recommendation is to award future lubrication products to A&I Distributing for the projected amount of \$75,029.70. Funding for this project is included in the 2021 Central Garage Maintenance budget.

SUGGESTED MOTION:

Approve the recommendation to purchase 2021 Central Garage Maintenance Dept. Lubrication Products from A&I Distributing with projected usage of \$75,029.70.

Respectfully Submitted,

Dan Schaeffer  
Inventory Purchasing Manager

Snow Removal  
Street Maintenance  
Right of Way Maintenance

Sanitary & Storm  
Sewer Maintenance  
Street Name Sign Maintenance

Fleet Management  
Meters Readings,  
Installations & Maintenance

Urban Forestry  
Water Service/Hydrants  
& Watermain Maintenance



**Request for Proposals**  
**2021 OIL Products RFP21065**  
 3/22/21  
 Central Garage  
**Proposal Evaluation Summary**

	RDO Equipment	Farstad Oil	A & I Distributors
OIL Make	John Deere Mobil	Mobil	Citgo + Service Pro
Price	\$184,552.27	\$76,325.91	\$75,029.70
REBATE PROGRAM	YES	NO	NO



(26)

## PUBLIC WORKS/OPERATIONS

Fleet Management, Forestry,  
Streets & Sewers, Watermeters,  
Watermains & Hydrants  
402 23<sup>rd</sup> STREET NORTH  
FARGO, NORTH DAKOTA 58102  
PHONE: (701) 241-1453  
FAX: (701) 241-8100

March 23, 2021

The Honorable Board of City commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

RE: RFP21064 for Oil / Air Filtration products

Commissioners:

On March 22, 2021 request for proposals were received for Oil and Air Filtration products. Six proposals were submitted by the following vendors.

The results are as follows:

<u>Firm</u>	<u>Total per unit</u>	<u>Projected Usage</u>
Sturdevants AutoValue	\$3,058.26	\$32,020.79
Fargo Motor parts	N/A	\$41,386.45
RDO Moorhead	N/A	\$40,897.30
Auto Value	\$3,062.17	\$32,032.52
Wallworks	\$3,627.59	\$39,986.35
Napa	\$3,024.15	\$30,879.72

The review committee consisting of Allan Erickson and Dan Schaeffer determined that the proposal submitted by NAPA Auto Parts met all of the required specifications. The terms of the RFP are for an initial 3 years with a written extension for up to an additional 2 years. Our recommendation is to award future filtration products to NAPA Auto Parts for the amount of \$30,879.72. Funding for this project is included in the 2021 Central Garage Maintenance budget.

### SUGGESTED MOTION:

Approve the recommendation to purchase 2021 Filtration Products for Central Garage from NAPA Auto Parts with projected usage of \$30,879.72

Respectfully Submitted,

Dan Schaeffer  
Inventory Purchasing Manager

Snow Removal  
Street Maintenance  
Right of Way Maintenance

Sanitary & Storm  
Sewer Maintenance  
Street Name Sign Maintenance

Fleet Management  
Meters Readings,  
Installations & Maintenance

Urban Forestry  
Water Service/Hydrants  
& Watermain Maintenance



**Request for Proposals**  
**2021 FILTER Products RFP21064**

3/22/21  
 Central Garage  
 Proposal Evaluation Summary

	<b>RDO Equipment</b>	<b>AutoValue</b>	<b>Wallwork Truck Center</b>	<b>Factory Motor Parts</b>	<b>Farnam's NAPA</b>	<b>Sturdevants AutoValue</b>
<b>OIL Make</b>	Fleetguard Carquest	WIX	Fleetguard Motorcraft	WIX	WIX Baldwin	WIX
<b>Complete Filter List</b>	Yes	No	No	No	Yes	No
<b>Price</b>	\$40,897.30	\$32,032.52	\$39,986.35	\$41,386.45	\$30,879.72	\$32,020.79
<b>REBATE PROGRAM</b>	YES	NO	YES	NO	YES	NO

March 29, 2021

The Honorable Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

RE: RFP17063 and RFP17155, Authorization to extend the 2017 Lawn Maintenance Services contracts with Valley Green & Associates and Glacier Snow Management Company for the 2021 mowing season.

Commissioners:

In March of 2017, Public Works issued a Request for Proposal (RFP) for lawn maintenance services for the 2017 mowing season at various locations throughout the city. The proposals were evaluated based on the established criteria and contracts were issued with Valley Green & Associates and Glacier Snow Management Company. As part of the 2017 RFP, language was included that allows for four (4) one (1) year extensions under the original terms of the RFP.

Public Works staff has visited with both 2020 contract holders and at this time we are requesting authorization to extend their contracts for the 2021 mowing season under the same terms and pricing of the initial 2017 RFP (RFP17063 and RFP17155).

RECOMMENDED MOTION: For RFP17063 and RFP17115; I/we hereby move, based on the request for proposal to extend the initial 2017 lawn maintenance services contacts with Valley Green & Associates and Glacier Snow Management Company for the 2021 mowing season.

Respectfully submitted,



Paul Fiechtner  
Services Manager  
Fargo Public Works

## SERVICES AGREEMENT

### LAWN MAINTENANCE SERVICES

#### I. Agreement

This agreement is between the City of Fargo (City) and Glacier Snow Management Company (Contractor) to provide lawn maintenance services for the City. This agreement shall commence upon signing by both parties and expire on October 31, 2021.

#### II. Scope of Services

The contractor will perform the lawn maintenance services as set forth within this agreement. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

Lawn Maintenance Services: All grass shall be mowed on a weekly basis, or as directed. Grass will be maintained at a height of approximately three and one-half (3 ½) inches. Upon completion a mowed area shall be free of clumped grass, tire tracks or ruts from contractor's mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave any areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any adjacent private properties or onto any paved surface such as streets, jogging trails, sidewalks or storm drain system. These surfaces should be swept/blown clean by the Contractor immediately after each mowing. Contractor shall pick up all litter before each mowing, which is subsidiary to the mowing bid, and remove same from site. If in the course of mowing, trash is overlooked and shredded by mowers, it should immediately be collected and disposed of properly by the contractor. If mowing is interrupted by inclement weather, the Contractor shall continue mowing at the same location on the next available mowing day. The Director of Operations has the authority to cancel or schedule mowing cycles on a week-to-week basis. Any cancellations will be based upon need, prevailing weather conditions and available funding.

Trimming: Contractor will trim all turf areas on a weekly basis or as directed in association with mowing cycle. All trimming shall be accomplished maintaining the three and one-half inches (3 ½") cutting height. All trimming must be performed concurrently with mowing operations. Turf shall be trimmed in a professional manner as not to scalp the grass or leave areas of uncut grass. All amenities (trees, poles, signs, etc.) shall be trimmed around. Special care shall be given in trimming around small trees. Care should be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, driveways or adjacent properties. Any material so discharged shall be removed immediately after trimming.

Weed Control: Contractor will perform two weed control applications of all properties during each season's term. The Contractor shall perform weed control spraying on City properties as designated (Spring, Pre-emergent Herbicide & Midsummer, Post-emergent

Herbicide) Soil Sterilant may not be used unless directed by the City. It shall be the Contractor's responsibility to determine the most appropriate times of year to apply treatment within the confines of the general guidance provided above. The Contractor shall use the necessary equipment in order to accomplish the work in a satisfactory manner. The Contractor shall arrange operations so that the herbicides will not be distributed beyond the limit of property sprayed. The Contractor shall apply the herbicides using nozzles and pressure necessary for a proper application. The Contractor shall supply water for any chemical mixes developed for the purpose of spraying weed treatment. The materials used by the Contractor must be of such composition and of sufficient strength to kill weeds, but may not sterilize the soil. The chemicals used shall not be toxic or harmful in any manner to animals or human beings when used in prescribed manner. The materials used shall not harm desirable vegetation such as trees or turf. The materials used shall not be flammable or leave an oily residue that will discolor or leave a slippery film on sidewalks and curbs. The City may at any time during the spraying operation take samples to check materials being used. Upon request, the Contractor shall provide the City with information regarding chemicals applied to specified locations. In addition, the Contractor shall upon request provide the City with specimen labels of chemicals applied. Contractor shall furnish all labor, materials, equipment, permits, fees and insurance coverage for weed control applications.

Property Damage: Contractors will be notified by the Director of Operations of any property damage that occurs as a result of lawn maintenance services. Notification will be within 48 hours of Director of Operations becoming aware of such property damage. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor.

**III. Responsibility of the City**

City shall oversee the execution of this agreement and disbursing of funds.

**IV. Contractor's Compensation and Method of Payment**

City will reimburse Contractor for services render per mowing event as shown in the attached Exhibit A. All final invoices shall be submitted no later than December 1 of the contract year.

**V. Termination of the Agreement**

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

**VI. Assignability**

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

**VII. Hold Harmless and Insurance**

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract.

All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

**VIII. Contractor Records**

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

**IX. Monitoring and Evaluation**

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

**X. Independence of Recipient**

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

**XI. Conflict of Interest**

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

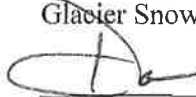
**XII. Entire Agreement**

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 3-25-21

Glacier Snow Management Company



By: DON NELSON

Its: OWNER/PRES

Date: 3-25-21



Date: \_\_\_\_\_

CITY OF FARGO, North Dakota, a North  
Dakota Municipal Corporation

\_\_\_\_\_  
Dr. Timothy J. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

## EXHIBIT A

*Glacier Mowing**Glacier Snow Management*

Location		Lawn Maintenance Unit Price \$	Weed Control Unit Price \$
<b>Riverwood Addition</b>			
1	4633 Riverwood Drive North	\$22.00	\$51.00
2	4525 Riverwood Drive North	\$22.00	\$51.00
3	4477 Riverwood Drive North	\$22.00	\$51.00
4	901 41st Avenue North	\$26.00	\$61.00
5	902 41st Avenue North	\$22.00	\$61.00
6	906 41st Avenue North	\$26.00	\$61.00
7	901 42nd Avenue North	\$22.00	\$61.00
8	902 42nd Avenue North	\$24.00	\$61.00
9	906 42nd Avenue North	\$24.00	\$61.00
		<b>\$210.00</b>	<b>\$519.00</b>
<b>Red River Addition</b>			
10	3953 10th Street N.	\$11.00	\$51.00
11	3913 10th Street N.	\$11.00	\$51.00
12	3845 10th Street N.	\$11.00	\$51.00
13	3753 10th Street N.	\$11.00	\$51.00
14	3733 10th Street N.	\$11.00	\$51.00
15	3731 10th Street N.	\$11.00	\$51.00
16	3729 10th Street N.	\$11.00	\$51.00
17	3727 10th Street N.	\$11.00	\$51.00
18	3725 10th Street N.	\$11.00	\$51.00
19	3715P 10th Street N.	\$11.00	\$51.00
		<b>\$110.00</b>	<b>\$510.00</b>
<b>Broadway North 1st Addition</b>			
20	665 Royal Oaks Drive North	\$23.50	\$70.00
21	683 Royal Oaks Drive North	\$23.50	\$45.00
22	701 Royal Oaks Drive North	\$23.50	\$67.00
23	709 Royal Oaks Drive North	\$23.50	\$55.00
24	739 Royal Oaks Drive North	\$23.50	\$45.00
25	747 Royal Oaks Drive North	\$23.50	\$45.00
26	749 Royal Oaks Drive North	\$23.50	\$45.00
27	763 Royal Oaks Drive North	\$23.50	\$45.00
28	767 Royal Oaks Drive North	\$23.50	\$45.00
29	771 Royal Oaks Drive North	\$23.50	\$45.00
30	775 Royal Oaks Drive North	\$23.50	\$45.00
		<b>\$258.50</b>	<b>\$552.00</b>
<b>40th Avenue N.</b>			
31	10th Street N.	\$39.50	\$50.00
32	University Drive	\$39.50	\$50.00
		<b>\$79.00</b>	<b>\$100.00</b>

**Edgewood Estates**

33	3467 Grandwood Drive N.	\$129.80	\$325.00
		<b>\$129.80</b>	<b>\$325.00</b>

**Golf Course 5th**

34	32nd Avenue NE/Eagle Street	\$21.70	\$50.00
		<b>\$21.70</b>	<b>\$50.00</b>

**Edgewood 1st Addition**

35	2921 2nd Street North	\$12.10	\$30.00
36	2922 2nd Street North	\$12.10	\$30.00
37	2925 2nd Street North	\$12.10	\$30.00
38	2926 2nd Street North	\$12.10	\$30.00
		<b>\$48.40</b>	<b>\$120.00</b>

**Woodcrest Addition**

39	160 North Woodcrest Drive N.	\$17.60	\$82.00
40	166 North Woodcrest Drive N.	\$17.60	\$82.00
41	173 South Woodcrest Drive N.	\$17.60	\$190.00
42	179 South Woodcrest Drive N.	\$17.60	\$82.00
43	192 North Woodcrest Drive North	\$17.60	\$82.00
44	198 North Woodcrest Drive North	\$17.60	\$82.00
45	204 North Woodcrest Drive North	\$17.60	\$82.00
		<b>\$123.20</b>	<b>\$682.00</b>

**Ridgewood Addition**

46	101 Woodland Drive North	\$6.60	\$21.00
47	97 Woodland Drive North	\$6.60	\$21.00
48	93 Woodland Drive North	\$6.60	\$21.00
49	89 Woodland Drive North	\$6.60	\$21.00
50	85 Woodland Drive North	\$6.60	\$21.00
51	81 Woodland Drive North	\$6.60	\$21.00
52	75 Woodland Drive North	\$6.60	\$21.00
53	69 Woodland Drive North	\$6.60	\$21.00
54	63 Woodland Drive North	\$6.60	\$21.00
55	55 Woodland Drive North	\$6.60	\$21.00
56	51 Woodland Drive North	\$6.60	\$21.00
57	45 Woodland Drive North	\$6.60	\$21.00
58	41 Woodland Drive North	\$6.60	\$21.00
59	37 Woodland Drive North	\$6.60	\$21.00
60	31 Woodland Drive North	\$6.60	\$21.00
61	25 Woodland Drive North	\$6.60	\$21.00
62	19 Woodland Drive North	\$6.60	\$21.00
63	15 Woodland Drive North	\$6.60	\$21.00
64	7 Woodland Drive North	\$6.60	\$21.00
65	1625 Elm Street	\$6.60	\$21.00
66	1619 Elm Street	\$6.60	\$21.00
67	1613 Elm Street	\$6.60	\$21.00
68	1607 Elm Street	\$6.60	\$21.00

69	1601 Elm Street (Boulevard Only)	\$6.60	\$21.00
70	1519 Elm Street (Boulevard Only)	\$6.60	\$21.00
71	1501 Elm Street (Boulevard Only)	\$6.60	\$21.00
		<b>\$171.60</b>	<b>\$546.00</b>

### Bernard Holes 2nd

72	1330 Elm Street	\$9.90	\$27.00
73	1326 Elm Street	\$9.90	\$27.00
74	1322 Elm Street	\$9.90	\$27.00
75	1318 Elm Street	\$9.90	\$27.00
76	1314 Elm Street	\$9.90	\$27.00
77	1313 Elm Street	\$9.90	\$27.00
78	1341 Oak Street	\$9.90	\$27.00
79	1333 Oak Street	\$9.90	\$27.00
		<b>\$79.20</b>	<b>\$216.00</b>

### Bernard Holes 2nd

80	1367 Elm Circle	\$9.90	\$95.00
		<b>\$9.90</b>	<b>\$95.00</b>

### Oak Grove Addition

81	723 North River Road	\$5.50	\$17.00
82	724 North River Road	\$5.50	\$17.00
83	16 North Terrace	\$5.50	\$17.00
84	18 North Terrace	\$5.50	\$17.00
85	24 North Terrace	\$5.50	\$17.00
86	26 North Terrace	\$5.50	\$17.00
87	40 North Terrace	\$5.50	\$17.00
88	42 North Terrace	\$5.50	\$17.00
89	44 North Terrace	\$5.50	\$17.00
90	46 North Terrace	\$5.50	\$17.00
91	60 North Terrace	\$5.50	\$17.00
92	62 North Terrace	\$5.50	\$17.00
93	64 North Terrace	\$5.50	\$17.00
94	66 North Terrace	\$5.50	\$17.00
95	68 North Terrace	\$5.50	\$17.00
96	70 North Terrace	\$5.50	\$17.00
97	139 South Terrace	\$5.50	\$17.00
98	135 South Terrace	\$5.50	\$17.00
99	129 South Terrace	\$5.50	\$17.00
100	125 South Terrace	\$5.50	\$17.00
101	99 South Terrace	\$5.50	\$17.00
102	95 South Terrace	\$5.50	\$17.00
103	93 South Terrace	\$5.50	\$17.00
104	87 South Terrace	\$5.50	\$17.00
105	83 South Terrace	\$5.50	\$17.00
106	79 South Terrace	\$5.50	\$17.00
107	63 South Terrace	\$5.50	\$17.00
108	53 South Terrace	\$5.50	\$17.00
109	49 South Terrace	\$5.50	\$17.00
110	45 South Terrace	\$5.50	\$17.00

111	41 South Terrace	\$5.50	\$17.00
112	37 South Terrace	\$5.50	\$17.00
113	33 South Terrace	\$5.50	\$17.00
114	31 South Terrace	\$5.50	\$17.00
115	27 South Terrace	\$5.50	\$17.00
116	23 South Terrace	\$5.50	\$17.00
117	17 South Terrace	\$5.50	\$17.00
118	9 Lower Terrace	\$5.50	\$17.00
119	6th Avenue N. & Elm Street (Island)	\$5.50	\$17.00
		<b>\$214.50</b>	<b>\$663.00</b>

### Goldberg 2nd

120	40th Street N./15th Avenue (Islands)	\$35.00	\$45.00
		<b>\$35.00</b>	<b>\$45.00</b>

### Sheyenne Industrial

121	4630 15th Avenue N.	\$35.00	\$55.00
		<b>\$35.00</b>	<b>\$55.00</b>

### MNPF Addition

122	1600 7th Avenue N. (North)	\$20.00	\$40.00
123	1600 7th Avenue N. (South)	\$20.00	\$40.00
124	2109 3rd Avenue N.	\$20.00	\$45.00
125	20th Street N./19th Street N.	\$20.00	\$35.00
		<b>\$80.00</b>	<b>\$160.00</b>

### Arnesons Addition

126	319 18th Street S.	\$6.60	\$20.00
127	321 18th Street S.	\$6.60	\$20.00
		<b>\$13.20</b>	<b>\$40.00</b>

### Woodruffs Addition

128	321 10th Avenue South	\$12.10	\$28.00
129	1114 4th Street South	\$12.10	\$28.00
130	1118 4th Street South	\$12.10	\$28.00
131	1124 4th Street South	\$12.10	\$28.00
		<b>\$48.40</b>	<b>\$112.00</b>

### Westfield 1st

132	4680 10th Avenue S. /1004 47th Street S.	\$74.50	\$280.00
		<b>\$74.50</b>	<b>\$280.00</b>

### Scheel's All Sport

133	4755 16th Avenue S.	\$113.50	\$290.00
		<b>\$113.50</b>	<b>\$290.00</b>

### Dakota Land 2nd

134	1837 35th Street S.	\$54.72	\$235.00
		<b>\$54.72</b>	<b>\$235.00</b>

**West 29th 1st**

129	4120 30th Avenue S.	\$63.50	\$225.00
130	2948 41st St S.	\$105.00	\$325.00
		<b>\$168.50</b>	<b>\$550.00</b>

**Belmont Park Addition**

131	1330 South River Road	\$12.10	\$41.00
132	1334 South River Road	\$12.10	\$41.00
133	1342 South River Road	\$12.10	\$41.00
134	1348 South River Road	\$12.10	\$41.00
135	1408 South River Road	\$12.10	\$41.00
136	1414 South River Road	\$12.10	\$41.00
136	1422 South River Road	\$12.10	\$65.00
137	1430 South River Road	\$12.10	\$41.00
138	1436 South River Road	\$12.10	\$41.00
139	1442 South River Road	\$12.10	\$41.00
140	1450 South River Road	\$12.10	\$41.00
141	1454 South River Road	\$12.10	\$41.00
142	1462 South River Road	\$12.10	\$41.00
143	1510 South River Road	\$12.10	\$41.00
144	1518 South River Road	\$12.10	\$41.00
145	1522 South River Road	\$12.10	\$41.00
146	1525 South River Road	\$12.10	\$55.00
147	1528 South River Road	\$12.10	\$41.00
148	201 Lindenwood Drive South	\$12.10	\$41.00
149	233 Lindenwood Drive South	\$12.10	\$41.00
150	245 Lindenwood Drive South	\$12.10	\$41.00
151	305 Lindenwood Drive South	\$12.10	\$41.00
		<b>\$266.20</b>	<b>\$940.00</b>

**Bohnsacks**

152	1900 Blk 25th Street S.	\$18.00	\$30.00
153	20 1/2 Avenue S.	\$29.00	\$40.00
154	20th Avenue S.	\$104.50	\$175.00
155	21st Avenue S.	\$121.75	\$225.00
		<b>\$273.25</b>	<b>\$470.00</b>

**Southwood Addition**

156	814 Southwood Drive	\$7.70	\$42.00
157	810 Southwood Drive	\$7.70	\$42.00
158	806 Southwood Drive	\$7.70	\$42.00
159	718 Southwood Drive	\$7.70	\$42.00
160	714 Southwood Drive	\$7.70	\$42.00
161	710 Southwood Drive	\$7.70	\$42.00
162	706 Southwood Drive	\$7.70	\$42.00
163	618 Southwood Drive	\$7.70	\$42.00
164	614 Southwood Drive	\$7.70	\$42.00
165	610 Southwood Drive	\$7.70	\$42.00
166	606 Southwood Drive	\$7.70	\$42.00

167	602 Southwood Drive	\$7.70	\$42.00
168	517 Southwood Drive	\$7.70	\$42.00
169	510 Southwood Drive	\$7.70	\$42.00
170	Southwood Drive Islands (6 Total)	\$7.70	\$42.00
171	1100 Block 28th Avenue S. (Island)	\$7.70	\$42.00
		<b>\$123.20</b>	<b>\$672.00</b>

### University Drive

172	University Drive 21st Ave - 24th Ave	\$81.00	\$135.00
173	I-94 Tunnel North/South	\$17.50	\$37.50
174	32nd Avenue and University	\$235.00	\$175.00
		<b>\$333.50</b>	<b>\$347.50</b>

Total:	<b>\$3,074.77</b>	<b>\$8,574.50</b>
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## SERVICES AGREEMENT

### LAWN MAINTENANCE SERVICES

#### I. Agreement

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide lawn maintenance services for the City. This agreement shall commence upon signing by both parties and expire on October 31, 2021.

#### II. Scope of Services

The contractor will perform the lawn maintenance services as set forth within this agreement. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

Lawn Maintenance Services: All grass shall be mowed on a weekly basis, or as directed. Grass will be maintained at a height of approximately three and one-half (3 ½) inches. Upon completion a mowed area shall be free of clumped grass, tire tracks or ruts from contractor's mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave any areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any adjacent private properties or onto any paved surface such as streets, jogging trails, sidewalks or storm drain system. These surfaces should be swept/blown clean by the Contractor immediately after each mowing. Contractor shall pick up all litter before each mowing, which is subsidiary to the mowing bid, and remove same from site. If in the course of mowing, trash is overlooked and shredded by mowers, it should immediately be collected and disposed of properly by the contractor. If mowing is interrupted by inclement weather, the Contractor shall continue mowing at the same location on the next available mowing day. The Director of Operations has the authority to cancel or schedule mowing cycles on a week-to-week basis. Any cancellations will be based upon need, prevailing weather conditions and available funding.

Trimming: Contractor will trim all turf areas on a weekly basis or as directed in association with mowing cycle. All trimming shall be accomplished maintaining the three and one-half inches (3 ½") cutting height. All trimming must be performed concurrently with mowing operations. Turf shall be trimmed in a professional manner as not to scalp the grass or leave areas of uncut grass. All amenities (trees, poles, signs, etc.) shall be trimmed around. Special care shall be given in trimming around small trees. Care should be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, driveways or adjacent properties. Any material so discharged shall be removed immediately after trimming.

Weed Control: Contractor will perform two weed control applications of all properties during each season's term. The Contractor shall perform weed control spraying on City properties as designated (Spring, Pre-emergent Herbicide & Midsummer, Post-emergent



Herbicide) Soil Sterilant may not be used unless directed by the City. It shall be the Contractor's responsibility to determine the most appropriate times of year to apply treatment within the confines of the general guidance provided above. The Contractor shall use the necessary equipment in order to accomplish the work in a satisfactory manner. The Contractor shall arrange operations so that the herbicides will not be distributed beyond the limit of property sprayed. The Contractor shall apply the herbicides using nozzles and pressure necessary for a proper application. The Contractor shall supply water for any chemical mixes developed for the purpose of spraying weed treatment. The materials used by the Contractor must be of such composition and of sufficient strength to kill weeds, but may not sterilize the soil. The chemicals used shall not be toxic or harmful in any manner to animals or human beings when used in prescribed manner. The materials used shall not harm desirable vegetation such as trees or turf. The materials used shall not be flammable or leave an oily residue that will discolor or leave a slippery film on sidewalks and curbs. The City may at any time during the spraying operation take samples to check materials being used. Upon request, the Contractor shall provide the City with information regarding chemicals applied to specified locations. In addition, the Contractor shall upon request provide the City with specimen labels of chemicals applied. Contractor shall furnish all labor, materials, equipment, permits, fees and insurance coverage for weed control applications.

Property Damage: Contractors will be notified by the Director of Operations of any property damage that occurs as a result of lawn maintenance services. Notification will be within 48 hours of Director of Operations becoming aware of such property damage. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor.

**III. Responsibility of the City**

City shall oversee the execution of this agreement and disbursing of funds.

**IV. Contractor's Compensation and Method of Payment**

City will reimburse Contractor for services render per mowing event as shown in the attached Exhibit A. All final invoices shall be submitted no later than December 1 of the contract year.

**V. Termination of the Agreement**

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

**VI. Assignability**

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

**VII. Hold Harmless and Insurance**

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract.

All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

**VIII. Contractor Records**

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

**IX. Monitoring and Evaluation**

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

**X. Independence of Recipient**

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

**XI. Conflict of Interest**

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.


**XII. Entire Agreement**

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 3/25/21

Valley Green & Associates

  
By: Nicole Seaberg  
Its: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF FARGO, North Dakota, a North  
Dakota Municipal Corporation

\_\_\_\_\_  
Dr. Timothy J. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

EXHIBIT A			
Valley Green Mowing			
Valley Green			
Location	Lawn Maintenance Unit Price \$	Weed Control Unit Price \$	
<b>Harwood Groves</b>			
1 801 Harwood Drive South	\$11.33	\$55.62	
2 707 Harwood Drive South	\$11.33	\$55.62	
3 701 Harwood Drive South	\$11.33	\$55.62	
4 619 Harwood Drive South	\$11.33	\$55.62	
5 601 Harwood Drive South	\$11.33	\$55.62	
6 517 Harwood Drive South	\$11.33	\$55.62	
7 509 Harwood Drive South	\$11.33	\$55.62	
8 502 Harwood Drive South	\$11.33	\$55.62	
9 501 Harwood Drive South	\$11.33	\$55.62	
10 437 Harwood Drive South	\$11.33	\$55.62	
11 520 Hackberry Drive South	\$11.33	\$55.62	
12 602 Hackberry Drive South	\$11.33	\$55.62	
13 610 Hackberry Drive South	\$11.33	\$55.62	
14 618 Hackberry Drive South	\$11.33	\$55.62	
15 626 Hackberry Drive South	\$11.33	\$55.62	
16 702 Hackberry Drive South	\$11.33	\$55.62	
17 720 Hackberry Drive South	\$11.33	\$55.62	
18 726 Hackberry Drive South	\$11.33	\$55.62	
19 802 Hackberry Drive South	\$11.33	\$55.62	
20 1100/1200 Block Harwood Drive (11/10/20/3 Total)	\$11.33	\$55.62	
	\$226.60	\$1,112.40	
<b>Burrit-Kennedy Addition</b>			
21 3506 River Drive South	\$8.24	\$50.47	
22 3512 River Drive South	\$8.24	\$50.47	
23 3518 River Drive South	\$8.24	\$50.47	
24 3524 River Drive South	\$8.24	\$50.47	
25 3532 River Drive South	\$8.24	\$50.47	
26 3538 River Drive South	\$8.24	\$50.47	
27 3602 River Drive South	\$8.24	\$50.47	
28 3610 River Drive South	\$8.24	\$50.47	
29 3618 River Drive South	\$8.24	\$50.47	
30 3626 River Drive South	\$8.24	\$50.47	
31 3632 River Drive South	\$8.24	\$50.47	
32 3638 River Drive South	\$8.24	\$50.47	
33 3644 River Drive South	\$8.24	\$50.47	
34 3650 River Drive South	\$8.24	\$50.47	
35 3656 River Drive South	\$8.24	\$50.47	
36 3662 River Drive South	\$8.24	\$50.47	
37 3668 River Drive South	\$8.24	\$50.47	
38 3674 River Drive South	\$8.24	\$50.47	
39 3676 River Drive South	\$8.24	\$50.47	
40 3702 River Drive South	\$8.24	\$50.47	
41 3714 River Drive South	\$8.24	\$50.47	
42 3720 River Drive South	\$8.24	\$50.47	
43 3726 River Drive South	\$8.24	\$50.47	
44 3732 River Drive South	\$8.24	\$50.47	
45 3738 River Drive South	\$8.24	\$50.47	
46 3802 River Drive South	\$8.24	\$50.47	
47 3808 River Drive South	\$8.24	\$50.47	
48 3820 River Drive South	\$8.24	\$50.47	
49 3830 River Drive South	\$8.24	\$50.47	
50 3832 River Drive South	\$8.24	\$50.47	
51 3838 River Drive South	\$8.24	\$50.47	
52 3842 River Drive South	\$8.24	\$50.47	
53 3902 River Drive South	\$8.24	\$50.47	
54 3908 River Drive South	\$8.24	\$50.47	
55 3914 River Drive South	\$8.24	\$50.47	
56 3920 River Drive South	\$8.24	\$50.47	
57 3926 River Drive South	\$8.24	\$50.47	
58 1213 El Cano Drive South	\$40.00	\$65.00	
	\$344.88	\$1,932.39	
<b>University Drive, 32nd Ave - Rose Coulee</b>			
59 University Drive S. Center Island (7 Islands)	\$100.00	\$205.00	
60 University Drive West Frontage Road (3 Islands)	\$55.00	\$115.00	

61	University Drive East Boulevard from 3534 to 40th Avenue	\$40.00	\$85.00
62	University Drive East Boulevard to East Property Line (3534 to 40th Avenue)	\$80.00	\$190.00
63	University Drive West Curb to West Property Line (37th Ave to 40th Avenue)	\$100.00	\$205.00
64	University Drive East Frontage Road to UDS Curb (47th Ave S to 49th Ave S)	\$75.00	\$185.00
		<b>\$450.00</b>	<b>\$985.00</b>
<b>Rosewood Park Addition</b>			
65	4117 15th Street South	\$10.30	\$40.17
66	4120 15th Street South	\$10.30	\$40.17
67	4123 15th Street South	\$10.30	\$40.17
68	4126 15th Street South	\$10.30	\$40.17
69	4122 17th Street South	\$10.30	\$40.17
70	4123 17th Street South	\$10.30	\$40.17
71	4127 17th Street South	\$10.30	\$40.17
72	4128 17th Street South	\$10.30	\$40.17
73	1508 41st Avenue South	\$10.30	\$40.17
		<b>\$92.70</b>	<b>\$361.53</b>
<b>Rose Creek 2nd Addition</b>			
74	2130 Sterling Rose Lane South	\$10.30	\$80.34
		<b>\$10.30</b>	<b>\$80.34</b>
<b>Rose Creek 4th Addition</b>			
75	4609 Rose Creek Parkway South	\$19.57	\$47.38
76	4603 Rose Creek Parkway South	\$19.57	\$47.38
77	4602 Rose Creek Parkway South	\$19.57	\$47.38
		<b>\$58.71</b>	<b>\$142.14</b>
<b>Oak Creek</b>			
78	4497 Oakcreek Drive South	\$9.27	\$45.32
79	4493 Oakcreek Drive South	\$9.27	\$45.32
80	4489 Oakcreek Drive South	\$9.27	\$45.32
81	4485 Oakcreek Drive South	\$9.27	\$45.32
82	4481 Oakcreek Drive South	\$9.27	\$45.32
83	4477 Oakcreek Drive South	\$9.27	\$45.32
84	4473 Oakcreek Drive South	\$9.27	\$45.32
85	4469 Oakcreek Drive South	\$9.27	\$45.32
86	4465 Oakcreek Drive South	\$9.27	\$45.32
87	4461 Oakcreek Drive South	\$9.27	\$45.32
88	4457 Oakcreek Drive South	\$9.27	\$45.32
89	4453 Oakcreek Drive South	\$9.27	\$45.32
90	4449 Oakcreek Drive South	\$9.27	\$45.32
		<b>\$120.51</b>	<b>\$589.16</b>
<b>Coulee's Crossing</b>			
91	4603 25th Street South	\$14.42	\$53.36
92	4733 Douglas Drive South	\$14.42	\$53.36
93	4741 Douglas Drive South	\$14.42	\$53.36
94	4749 Douglas Drive South	\$14.42	\$53.36
95	4769 Douglas Drive South	\$36.05	\$53.36
96	2593 Rose Creek Parkway South	\$14.42	\$53.36
97	2596 Rose Creek Parkway South	\$14.42	\$53.36
		<b>\$122.57</b>	<b>\$373.52</b>
<b>Copperfield Court</b>			
98	4003 Copperfield Court South	\$21.63	\$50.47
99	4009 Copperfield Court South	\$21.63	\$50.47
100	4015 Copperfield Court South	\$21.63	\$50.47
101	4021 Copperfield Court South	\$21.63	\$50.47
102	4027 Copperfield Court South	\$21.63	\$50.47
103	4033 Copperfield Court South	\$21.63	\$50.47
		<b>\$129.78</b>	<b>\$302.82</b>
<b>Prairie Rose Addition</b>			
104	3173 40th Avenue South	\$12.36	\$21.63
105	3930 33rd Street South	\$12.36	\$21.63
106	3932 33rd Street South	\$12.36	\$21.63
107	3934 33rd Street South	\$12.36	\$21.63
108	3936 33rd Street South	\$12.36	\$21.63
109	3938 33rd Street South	\$12.36	\$21.63
110	3942 33rd Street South	\$12.36	\$21.63
111	3944 33rd Street South	\$12.36	\$21.63
112	3201 39th Avenue South	\$12.36	\$21.63
113	3204 39th Avenue South	\$12.36	\$21.63
114	3209 39th Avenue South	\$12.36	\$21.63
115	3210 39th Avenue South	\$12.36	\$21.63
116	3215 39th Avenue South	\$12.36	\$21.63
117	3221 39th Avenue South	\$12.36	\$21.63

118	3227 39th Avenue South	\$12.36	\$21.63
119	3233 39th Avenue South	\$12.36	\$21.63
120	3301 39th Avenue South	\$12.36	\$21.63
121	3305 39th Avenue South	\$12.36	\$21.63
122	3309 39th Avenue South	\$12.36	\$21.63
123	3311 39th Avenue South	\$12.36	\$21.63
124	3315 39th Avenue South	\$12.36	\$21.63
125	3321 39th Avenue South	\$12.36	\$21.63
126	3333 39th Avenue South	\$12.36	\$21.63
127	3339 39th Avenue South	\$12.36	\$21.63
128	3347 39th Avenue South	\$12.36	\$21.63
129	3355 39th Avenue South	\$12.36	\$21.63
130	3361 39th Avenue South	\$12.36	\$21.63
130	3365 39th Avenue South	\$12.36	\$21.63
131	3369 39th Avenue South	\$12.36	\$21.63
132	3373 39th Avenue South	\$12.36	\$21.63
133	3401 39th Avenue South	\$12.36	\$21.63
134	3405 39th Avenue South	\$12.36	\$21.63
135	3409 39th Avenue South	\$12.36	\$21.63
136	3415 39th Avenue South	\$12.36	\$21.63
137	3419 39th Avenue South	\$12.36	\$21.63
138	3423 39th Avenue South	\$12.36	\$21.63
139	3427 39th Avenue South	\$12.36	\$21.63
		<b>\$457.32</b>	<b>\$800.31</b>
<b>University Drive Rose Coulee - 52nd Ave</b>			
140	University Drive S. Center Islands (6 Islands)	\$35.00	\$94.30
141	University Drive East Boulevard from 49th Ave - 52nd Ave	\$25.00	\$59.50
142	52nd Ave Center Islands from Red River - 25th Street (4 Islands)	\$30.00	\$80.00
143	52nd Ave South Frontage Road/ South Boulevard from University Drive - 18th Street	\$45.00	\$178.50
144	52nd Ave South Boulevard/Area to Fence from 18th Street - 20th Street	\$25.00	\$61.25
145	25th Street Center Island between Rose Creek Blvd S - 52nd Avenue (1 Island)	\$25.00	\$71.75
		<b>\$185.00</b>	<b>\$545.30</b>
<b>River Vili</b>			
146	1136 55th Avenue South	\$8.24	\$33.99
147	1130 55th Avenue South	\$8.24	\$33.99
148	1124 55th Avenue South	\$8.24	\$33.99
149	1118 55th Avenue South	\$8.24	\$33.99
150	1112 55th Avenue South	\$8.24	\$33.99
151	1106 55th Avenue South	\$8.24	\$33.99
152	1100 55th Avenue South	\$8.24	\$33.99
153	5442 11th Street South	\$8.24	\$33.99
154	5436 11th Street South	\$8.24	\$33.99
155	5430 11th Street South	\$8.24	\$33.99
156	5424 11th Street South	\$8.24	\$33.99
157	5418 11th Street South	\$8.24	\$33.99
158	5412 11th Street South	\$8.24	\$33.99
159	5406 11th Street South	\$8.24	\$33.99
160	5400 11th Street South	\$8.24	\$33.99
161	University Drive from 52nd Avenue - 58th Avenue, Island and 2 Boulevards	\$25.00	\$35.00
		<b>\$148.60</b>	<b>\$544.85</b>
<b>Chrisan 2nd</b>			
162	1213 71st Avenue South	\$28.84	\$112.27
163	7005 South University Drive	\$28.84	\$112.27
164	7013 South University Drive	\$28.84	\$112.27
165	7305 University Drive S.	\$46.35	\$114.33
		<b>\$132.87</b>	<b>\$451.14</b>
<b>25th Street S., 58th Avenue - 64th Avenue</b>			
166	25th Street S. West Frontage Road	\$40.00	\$157.85
		<b>\$40.00</b>	<b>\$157.85</b>
<b>Dakota West 2nd Addition</b>			
167	1703 52nd Street South	\$61.80	\$114.33
168	1705 52nd Street South	\$61.80	\$114.33
		<b>\$123.60</b>	<b>\$228.66</b>
<b>40th Avenue S.</b>			
169	South Boulevard 42nd Street - 43rd Street	\$90.00	\$326.38
170	43rd Street 2 Islands and West Boulevard	\$25.00	\$76.00
171	4010 43rd Street S.	\$35.00	\$115.00
		<b>\$150.00</b>	<b>\$517.38</b>
<b>Osgood</b>			
172	6636 40th Avenue S.	\$36.05	\$141.11

173	4001 66th Street S.	\$36.05	\$141.11
174	4002 66th Street S.	\$36.05	\$141.11
175	6000 40th Avenue S.	\$36.05	\$141.11
176	4251 Veterans Boulevard S.	\$36.05	\$141.11
177	4475 Veterans Boulevard S.	\$36.05	\$141.11
178	5650 44th Avenue S.	\$36.05	\$141.11
179	5697 44th Avenue S.	\$36.05	\$141.11
180	4104 55th Street S.	\$36.05	\$141.11
181	Veterans Blvd, 40th - 48th Ave (3 Islands)	\$36.05	\$141.11
182	40th Ave. S, Drain 27 - 63rd St. (5 Islands)	\$36.05	\$141.11
183	40th Ave. S, Drain 27 - 45th St. (8 Islands) - We did this one last year	\$45.00	\$52.00
		\$441.55	\$1,604.21
<b>Rocking Horse/McMahon</b>			
184	Two Retention Ponds	\$300.00	\$1,002.00
		\$300.00	\$1,002.00
<b>Veterans</b>			
185	48th Avenue to 52nd Avenue	\$60.00	\$94.75
186	36th Ave & Veterans	\$25.00	\$55.00
		\$85.00	\$149.75
<b>Old BSE Buildings</b>			
187	2401 3rd Ave N	\$72.50	95.13
		\$72.50	\$95.13
Total:		\$3,692.49	\$11,975.88

March 30, 2021

The Honorable Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

RE: PBC21-S330 / AirBurner Firebox S-330

Commissioners:

A risk evaluation process was started in 2020 for the ongoing fire potential due to wood waste at the City of Fargo Landfill. A number of solutions were explored and the solution that appears to be the most efficient and cost effective would be the purchase of a manufactured air curtain burner. It was determined that utilizing a purchasing consortium was the best solution for the purchase. The General Services Administration (GSA) has contract number 47QMCA20D000C available that meets all of the City of Fargo purchasing guidelines.

The review committee, consisting of Terry Ludlum, Ben Dow and Tanner Smedshammer, determined the specifications required. A proposal synopsis is attached for your clarification and consideration. It is our recommendation to purchase from AirBurners Inc. using the GSA Buying contract. Funding for this project is included in the 2021 Solid Waste Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) S-330 Air Curtain Burner thru GSA for the total amount of \$187,287.66.

Respectfully Submitted,

Tanner Smedshammer  
Fleet Management Specialist



**Proforma Invoice**

**AIR BURNERS, INC.**  
 4390 SW Cargo Way  
 Palm City, FL 34990 USA  
 Phone 772-220-7303 Fax 772-220-7302

DATE 20-Jan-2021

Our Reference # Q-S33012012

GSA# AIR BURNERS, INC [47QMCA20D000B] Training  
 GSA# AIR BURNERS, INC [47QMCA20D000C] Air  
 Curtain Incinerators

**Bill To:**  
 City of Fargo  
 402 23rd St  
 North Fargo, North Dakota 58102

**Ship To:**  
 City of Fargo  
 402 23rd St  
 North Fargo, North Dakota 58102

**Phone** (701) 241-1460 Tanner Smedshammer  
**Email** [tanner.smedshammer@fargond.gov](mailto:tanner.smedshammer@fargond.gov)

FOB POINT	SHIP DATE	SHIP VIA	PAYMENT TERMS
Palm City, FL	8-10 Weeks	Truck	See Note A

ITEM	QUANTITY	DESCRIPTION	P/N	UNIT PRICE USD	AMOUNT USD
1	1	Air Burners, Inc. 2021 Model S-330 Refractory Walled Air Curtain Burner Four-cylinder Turbo Diesel Engine approx. 75 HP, HATZ Model 4H50TIC (Does not require DEF) or equivalent engine; Emissions certified US EPA Tier 4 FINAL; Engine mounted PTO	S-330	\$ 182,087.66	\$ 182,087.66
2	1	S-330 Ash Rake	5000-2395	\$ 5,200.00	\$ 5,200.00
3	LOT	Trucking by Common Carrier (See Notes 1 & 2)	Service	Included	Included
SUBTOTAL				\$	187,287.66
TOTAL DELIVERED TO DESTINATION AREA				\$	187,287.66

**NOTES:**

- Note A** Payment Terms: Government Terms, 30 days net. Buyer will pay all taxes, such as sales taxes, use tax or any other tax directly to the competent authorities. No taxes are included in this Quotation.
- Note 1** The S-330 will be shipped as oversized load on a Common Carrier Truck. Unloading cost, if any, at destination is not included in Line Item 3 and is to the account of Buyer.
- Note 2** The optional ash rake with a 1" blank face plate, will travel attached to the FireBox and must be disconnected on site. If the ash rake is purchased at a later date, additional shipping charges would apply.
- Note 3** The prices stated in this Quotation are valid for 90 days.
- Note 4** The published specifications for the S-330 apply. Please, see [www.airburners.com](http://www.airburners.com).
- Note 5** We offer two-day, on-site Operator Training and Certification at a fixed cost of \$3,929.87. We also offer virtual training as an Order-Level Materials add-on to the GSA Schedule for \$800. Please, see [https://www.airburners.com/ab-operator\\_training.htm](https://www.airburners.com/ab-operator_training.htm).

We thank you for the opportunity to be of service!

Michael Schmitt  
 North America  
 Sales Manager

REPORT OF ACTION  
**FINANCE COMMITTEE**

29

Location: Solid Waste Division

Type: 2021 Renewal of Fargo Public Schools  
Garbage Collection Contract

Date of Hearing: 3/29/21

<u>Routing</u>	<u>Date</u>
City Commission	04/05/21
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached renewal for the Garbage Collection Service Contract provided by Fargo Public Schools.

In September of 2017, The City of Fargo Solid Waste Division (SWD) responded to a Request For Proposals (RFP) from Fargo Public Schools (FPS) which requested pricing for garbage (and recycling) collection services on a monthly basis for the nine school months, plus an "on-call charge" (price per cubic yard) through the summer vacation months. The RFP discussed a three-year agreement proposal, with the option to renew for two additional terms ending October 31, 2026.


Given that the City of Fargo was the only waste hauler to respond, an initial three-year contract was awarded by FPS and subsequently approved by the Commission on October 9, 2017 (attached). Please note that the initial contract was due for renewal in October of 2020, but with Covid restrictions in place through 2020-2021, collection services were only performed as schools were in operation on an as-needed basis. With Fargo Public Schools now returning to normal schedules, they would like to exercise the option of renewing the full contract through October 31, 2026.

**MOTION:**

On a motion by Michael Redlinger, seconded by Bruce Grubb, the Finance Committee voted to approve the renewal of the Fargo Public Schools Garbage Collection Service Contract through October 31, 2026.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Dr. Tim Mahoney, Mayor	X	X		X
Dave Piepkorn, Commissioner	X	X		
Bruce Grubb, City Administrator	X	X		
Michael Redlinger, Assistant City Admin.	X	X		
Kent Costin, Director of Finance	X	X		
Steve Sprague, City Auditor	X	X		

ATTEST:

  
\_\_\_\_\_  
Tim Mahoney  
Finance Committee Chairman

C: Commissioner Gehrig  
Commissioner Preston  
Commissioner Strand

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## **MEMORANDUM**

---

TO: Finance Committee  
FROM: Terry Ludlum, Solid Waste Utility Director *TL*  
RE: Renewal of Fargo Public Schools Garbage Collection Service Contract  
DATE: March 25, 2021

Attached please find a renewal for the Garbage Collection Service Contract provided by Fargo Public Schools.

In September of 2017, The City of Fargo Solid Waste Division (SWD) responded to a Request For Proposals (RFP) from Fargo Public Schools (FPS) which requested pricing for garbage (and recycling) collection services on a monthly basis for the nine school months, plus an "on-call charge" (price per cubic yard) through the summer vacation months. The RFP discussed a three-year agreement proposal, with the option to renew for two additional terms ending October 31, 2026.

Given that the City of Fargo was the only waste hauler to respond, an initial three-year contract was awarded by FPS and subsequently approved by the Commission on October 9, 2017 (attached). Please note that the initial contract was due for renewal in October of 2020, but with Covid restrictions in place through 2020-2021, collection services were only performed as schools were in operation on an as-needed basis. With Fargo Public Schools now returning to normal schedules, they would like to exercise the option of renewing the full contract through October 31, 2026.

Your consideration in this matter is greatly appreciated.

### **SUGGESTED MOTION**

Approve the renewal of the Fargo Public Schools Garbage Collection Service Contract through October 31, 2026.



**FARGO PUBLIC SCHOOLS  
GARBAGE COLLECTION SERVICE CONTRACT**

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day of February 2021 by and between Fargo Public Schools, 415 North 4<sup>th</sup> Street, Fargo, North Dakota, hereinafter referred to as SCHOOLS, and City of Fargo hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, SCHOOLS is desirous of procuring reasonable garbage collection services at all of its school sites within the CITY and has requested proposals for such service, and CITY has submitted a proposal for garbage collection services reflecting the lowest bid received for such services; and

WHEREAS, the parties hereto wish to enter into a contract setting forth the terms and conditions of their respective agreements;

NOW, THEREFORE, for and in consideration of the mutual covenants and understandings of the parties hereto, it is agreed by and between the parties as follows:

1. CITY agrees to provide garbage collection services to SCHOOLS at the locations and frequency as shown on Attachment "A" which is attached hereto and made a part of this Agreement. Amendments may need to be made to accommodate new buildings and/or growth within SCHOOLS. The term of this contract shall be six (6) years commencing January 2021 and ending August 31, 2026.
2. CITY will provide and maintain the dumpsters as set forth on Attachment "A". It is also agreed that CITY will power wash at least once per year.
3. CITY will provide liability insurance coverage and agrees to indemnify and hold harmless SCHOOLS from any and all claims or causes of action that may arise therefrom.
4. SCHOOLS agrees to pay CITY a monthly fee for its services as follows:

September through May of each year	\$11,920.20 per month
June through August of each year	\$3.67 per yard on an "on-call" basis.
5. Failure of CITY to provide and maintain service acceptable to SCHOOLS may result in termination of the contract by SCHOOLS after a reasonable period of time not exceeding thirty (30) days following written notification of such deficiencies.
6. SCHOOLS may dispose of yard waste at neighborhood drop-sites or compost sites at no charge. Separated tree waste disposal which is hauled to the landfill by SCHOOLS will be accepted at no charge.
7. CITY will offer the following value-added services to SCHOOLS as follows:

*Recycling* – CITY will enhance recycling opportunity by adding additional outside containers for source separated materials to include cardboard, plastic, metal, tin, glass, magazines, phone books and office paper to be collected at no charge. Additionally, CITY will collect comingled recyclable material from SCHOOLS for \$3.00/100 gallons. All separated cardboard will be used towards 70% revenue offset.

*Recycling Education* – CITY will provide curriculum-approved recycling education within the elementary schools as approved by SCHOOLS, at no additional cost, as an added service of unlimited value.

*Roll-Off* - Should SCHOOLS have a construction project requiring a large roll-off container, CITY will charge a 25% discounted rate of \$75.00 on all pull charges from that container throughout the contract period.

8. Both SCHOOLS and CITY agree that this Agreement contains all of the understandings of the parties hereto.
9. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

FARGO PUBLIC SCHOOLS

By: Jacqueline Stepp

CITY OF FARGO

By: \_\_\_\_\_

## ATTACHMENT A

SCHOOL/BUILDING	GARBAGE		CARDBOARD		OTHER
	AMOUNT	WEEKLY PICKUPS	AMOUNT	WEEKLY PICKUPS	
Agassiz/Woodrow Wilson	8 yd	2	-	-	
Ben Franklin	6 yd	5	8 yd	1	4 Yd Plastic
Bennett	8 yd	5	6 yd	1	
Carl Ben Eielson	6 yd	5	8 yd	1	300 Gal Cans
Centennial	6 yd	5	6 yd	1	
Clara Barton	6 yd	3	4 yd	1	
Davies	2-8 yd	5	8 yd	1	4 Yd Plastic, 300 Gal Cans
Discovery	6 yd	5	6 yd	2	300 Gal Cans
District Office	6 yd	2	4 yd	2	
Eagles	6 yd	5	2 yd	1	
Ed Clapp	6 yd	5	4 Yd	1	
Hawthorne	6 yd	3	-	-	300 Gal Cans, Glass, Plastic
Horace Mann	4 yd	3	4 yd	1	
Jefferson	4 yd	5	-	-	
Kennedy	6 yd	5	6 yd	1	
Lewis & Clark	6 yd	5	6 yd	1	
Lincoln	6 yd	5	-	-	
Longfellow	8 yd	4	-	-	
Madison	4 yd	5	-	-	
McKinley	4 yd	5	4 yd	2	
North High - Door 12	8 yd	5	8 yd	1	300 Gal Cans, 4 Yd Plastic
North High - Door 4	6 yd	3	-	-	
Operations Center	8 yd	5	8 yd	1	2-300 Gal Cans
Roosevelt	4 yd	3	-	-	
South High-Door 27 (Kitchen)	2-6 yd	5	8 yd	3	4 Yd Plastic
South High-Door 10 (Staff Entry)	4 yd	5	-	-	
South High-Door 17 (Auto Shop)	4 yd	1	-	-	
Washington	8 yd	3	4 yd	1	300 gal cans

18  
10/9/17

October 4, 2017

Honorable Board of City Commissioners  
City of Fargo  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

RE: Fargo Public Schools Garbage Collection Service Contract

Dear Commissioners:

Attached please find a Garbage Collection Service Contract from the Fargo Public Schools.

**BACKGROUND:**

Since 2011, The City of Fargo has had two separate three-year contracts with Fargo Public Schools (FPS) to provide garbage collection services. The agreements were based on responses to Request For Proposals (RFP) which requested pricing of a monthly charge for the nine school months plus an "on-call charge" (price per cubic yard) through the summer vacation months. A recent RFP was again been posted for a three-year agreement with proposals due on September 18<sup>th</sup>, 2017. The term of the proposed contract is three years, November 31, 2017 – October 31, 2020, with the option to renew for two additional terms ending October 31, 2023 and October 31, 2026 upon agreement of both parties.

In preparation of previous proposals, Solid Waste staff was encouraged to look for ways to reduce the proposed fees from the Commission approved *Resolution Prescribing Rates and Charges for Solid Waste Services* as an exception for the Fargo Public Schools because it would benefit another (similar) taxing entity. Thus the concept of offsetting a portion of the separated cardboard revenue was approved for previous proposals. An offset of 50% was approved in 2011, an offset of 70% was approved in 2014, and the same 70% offset was used in the 2017 proposal.

**2017 PROPOSAL FORMULATION:**

To calculate the current monthly charge, staff applied the formula and matrix as provided in the *2017 Resolution Prescribing Rates and Charges for Solid Waste Services*. The results show a monthly charge of \$12,341.36, and using the monthly charge divided by the monthly volume (3360 cubic yards) results in an "on call" price of \$3.67 per cubic yard.



The cardboard revenue offset was determined by calculating the potential separated cardboard (based on the current container list) and assigning a value based on a three-year review of recyclable markets. Current projections during the nine-month school year show the potential to collect and market approximately 536 cubic yards of cardboard per month, at a market value of \$601.65 and a 70% offset of \$421.16. The proposed adjusted monthly charge is \$11,920.20 and it is proposed that this offset would remain static throughout the term of the agreement.

Please note that according to Fargo Public School's officials, the City of Fargo was the only waste hauler to respond to the RFP. Therefore, Solid Waste staff would recommend approval of the contract.

Your consideration in this matter is greatly appreciated.

**SUGGESTED MOTION**

Approve the attached Fargo Public Schools Garbage Collection Service Contract for the term of three years (November 31, 2017 – October 31, 2020), with the option to renew for two additional terms ending October 31, 2023 and October 31, 2026 upon agreement of both parties.

Respectfully Submitted,



Terry Ludlum  
Solid Waste Utility Director

Attachments

cc: Bruce Grubb, City Administrator



FARGO PUBLIC SCHOOLS  
GARBAGE COLLECTION SERVICE CONTRACT

THIS AGREEMENT, made and entered into this 31<sup>st</sup> day of October, 2017 by and between Fargo Public Schools, 415 North 4<sup>th</sup> Street, Fargo, North Dakota, hereinafter referred to as SCHOOLS, and City of Fargo hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, SCHOOLS is desirous of procuring reasonable garbage collection services at all of its school sites within the CITY and has requested proposals for such service, and CITY has submitted a proposal for garbage collection services reflecting the lowest bid received for such services; and

WHEREAS, the parties hereto wish to enter into a contract setting forth the terms and conditions of their respective agreements;

NOW, THEREFORE, for and in consideration of the mutual covenants and understandings of the parties hereto, it is agreed by and between the parties as follows:

1. CITY agrees to provide garbage collection services to SCHOOLS at the locations and frequency as shown on Attachment "A" which is attached hereto and made a part of this Agreement. The term of this contract shall be three (3) years commencing November 1, 2017 and ending October 31, 2020, with the option to renew for two (2) additional three-year terms ending October 31, 2023 and October 31, 2026 upon agreement of both parties.
2. CITY will provide and maintain the dumpsters as set forth on Attachment "A". It is also agreed that CITY will power wash at least once per year.
3. CITY will provide liability insurance coverage and agrees to indemnify and hold harmless SCHOOLS from any and all claims or causes of action that may arise therefrom.
4. SCHOOLS agrees to pay CITY a monthly fee for its services as follows:

November 2017 through May 2018	\$11,920.20 per month
June 2018 through August 2018	\$3.67 per yard on an "on-call" basis.
September 2018 through May 2019	\$11,920.20 per month
June 2019 through August 2019	\$3.67 per yard on an "on-call" basis.
September 2019 through May 2020	\$11,920.20 per month
June 2020 through August 2020	\$3.67 per yard on an "on-call" basis.
5. Failure of CITY to provide and maintain service acceptable to SCHOOLS may result in termination of the contract by SCHOOLS after a reasonable period of time not exceeding thirty (30) days following written notification of such deficiencies.
6. SCHOOLS may dispose of yard waste at neighborhood drop-sites or compost sites at no charge. Separated tree waste disposal which is hauled to the landfill by SCHOOLS will be accepted at no charge.
7. CITY will offer the following value added services to SCHOOLS as follows:

*Recycling* – CITY will enhance recycling opportunity by adding additional outside containers for source separated materials to include cardboard, plastic, metal, tin, glass, magazines, phone books and office paper to be collected at no charge. Additionally, CITY will collect comingled recyclable material from SCHOOLS for \$3.00/100 gallons. All separated cardboard will be used towards 70% revenue offset.

*Recycling Education* – CITY will provide curriculum-approved recycling education within the elementary schools as approved by SCHOOLS, at no additional cost, as an added service of unlimited value.

*Roll-Off* - Should SCHOOLS have a construction project requiring a large roll-off container, CITY will charge a 25% discounted rate of \$75.00 on all pull charges from that container throughout the contract period.

8. Both SCHOOLS and CITY agree that this Agreement contains all of the understandings of the parties hereto.

9. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

FARGO PUBLIC SCHOOLS

By:  \_\_\_\_\_

CITY OF FARGO

By:  \_\_\_\_\_

## ATTACHMENT A

SCHOOL	WEEKLY		WEEKLY		OTHER
	GARBAGE PICKUPS	CARDBOARD PICKUPS	CARDBOARD PICKUPS	CARDBOARD PICKUPS	
Agassiz/Woodrow Wilson	8 yd	2	-	-	
Ben Franklin	6 yd	5	8 yd	1	4 Yd Plastic
Bennett	8 yd	5	6 yd	1	
Carl Ben Eielson	6 yd	5	8 yd	1	300 Gal Cans
Centennial	6 yd	5	6 yd	1	
Clara Barton	6 yd	3	4 yd	1	
Davies	2-8 yd	5	8 yd	1	4 Yd Plastic, 300 Gal Cans
Discovery	6 yd	5	6 yd	2	300 Gal Cans
District Office	6 yd	2	4 yd	2	
Eagles	6 yd	5	2 yd	1	
Ed Clapp	6 yd	5	4 Yd	1	
Hawthorne	6 yd	3	-	-	300 Gal Cans, Glass, Plastic
Horace Mann	4 yd	3	4 yd	1	
Jefferson	4 yd	5	-	-	
Kennedy	6 yd	5	6 yd	1	
Lewis & Clark	6 yd	5	6 yd	1	
Lincoln	6 yd	5	-	-	
Longfellow	8 yd	4	-	-	
Madison	4 yd	5	-	-	
McKinley	4 yd	5	4 yd	2	
North High - Door 12	8 yd	5	8 yd	1	300 Gal Cans, 4 Yd Plastic
North High - Door 4	6 yd	3	-	-	
Operations Center	8 yd	5	8 yd	1	2-300 Gal Cans
Roosevelt	4 yd	3	-	-	
South High-Door 27 (Kitchen)	2-6 yd	5	8 yd	3	4 Yd Plastic
South High-Door 10 (Staff Entry)	4 yd	5	-	-	
South High-Door 17 (Auto Shop)	4 yd	1	-	-	
Washington	8 yd	3	4 yd	1	300 gal cans

(30)

April 4, 2021

**To: Board of City Commissioners**  
**Fr: Julie Bommelman, Transit Director**  
**Re: Liquidated Damages Ground Transportation Center (GTC)**

Dear Commissioners:

As Phase 1 of the Ground Transportation Center (GTC) improvement came to completion, there was an outstanding item of finalizing the fencing between the GTC and Municipal Court on the bus deck. That final part of the project should have been completed far before Gast Construction Company, Inc. actually finalized the fence. In accordance with the contract, Article 4.03.A.2, it has been determined liquidated damages totaling \$4,500 will be assessed to Gast Construction Company, Inc.

Recommendation: Approve the attached Change Order No. 4 to the agreement between the City of Fargo and Gast Construction Company, Inc. to assess \$4,500 in liquidated damages.

Thank you,



Julie Bommelman  
Fargo Transit Director  
701.476.6737

[jbommelman@fargond.gov](mailto:jbommelman@fargond.gov)

/enc

**CHANGE ORDER NO. 4**

Date of Issuance: 3/8/2021  
 Effective Date: 2/18/2021

<b>PROJECT TITLE</b> <i>Remodel (F18006)</i>
<b>OWNER</b> <i>City of Fargo</i>
<b>CONTRACTOR</b> <i>Gast Construction Company, Inc.</i>
<b>ORIGINAL CONTRACT DATE</b> <i>1/31/2020</i>

THE CONTRACT DOCUMENTS ARE MODIFIED AS FOLLOWS UPON EXECUTION OF THIS CHANGE ORDER

1. ADDITIONS OR DELETIONS TO THE CONTRACT AND ASSOCIATED COSTS						
Spec. No.	Item	Description of Addition or Deletion	Unit	Quantity	Unit Price	Affect On Contract Price
00520	1	Liquidated Damages	Day	6	(\$750.00)	(\$4,500.00)
						\$0.00
						\$0.00
						\$0.00
						\$0.00
TOTAL COST FOR THESE CONTRACT ADDITIONS OR DELETIONS						(\$4,500.00)

**2. JUSTIFICATION FOR ADDITIONS OR DELETIONS TO CONTRACT**

Contractor has been assessed 6 days of liquidated damages per Article 4.03.A.2 will be enforced as per the Agreement Between Owner and Contractor for Construction Contract (Stipulated Sum). Also refer to support documents attached.

**3. CHANGE TO CONTRACT AMOUNT**

ORIGINAL CONTRACT AMOUNT:	\$1,314,340.00
NET INCREASE/DECREASE FROM PREVIOUS CHANGE ORDER(S):	\$190,553.71
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER:	\$1,504,893.71
INCREASE/DECREASE FROM THIS CHANGE ORDER:	-\$4,500.00
<b>NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER:</b>	<b>\$1,500,393.71</b>

**4. CHANGE TO CONTRACT TIMES****Original Contract Times:**

Substantial Completion (Days or Date): 10/2/2020  
 Ready For Final Payment (Days or Date): 10/30/2020

**Contract Times from previously Approved Change Orders**

Substantial Completion (Days or Date): 8/14/2020  
 Ready For Final Payment (Days or Date): 8/31/2020

**Contract Times will be Increased/Decreased because of this Change Order** No Change

**Contract Times including this Change Order**

Substantial Completion (Days or Date): 9/8/2020  
 Ready For Final Payment (Days or Date): 9/30/2020

**5. REQUIRED SIGNATURES - Not valid until signed by Owner. Signature of Contractor indicates agreement herewith, including any adjustments in the Contract Amount or Contract Times**

**ACCEPTED:**

By: \_\_\_\_\_

OWNER (Authorized Signature)

Name: Timothy J. Mahoney

Title: Mayor

Date: \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_

CONTRACTOR (Authorized Signature)

Name: James Gast

Title: President

Date: 3/12/2021

**RECOMMENDED:**

By: Cassie McNames

ENGINEER (Authorized Signature)

Name: Cassie McNames

Title: Project Manager

Date: 3/8/2021

**ACCEPTED:**

Funding Agency (if applicable)

By: \_\_\_\_\_

FUNDING AGENCY (Authorized Signature)

Name: Becky Hanson

Title: Transit Program Manager

Date: \_\_\_\_\_



728 East Beaton Drive, Suite 101  
West Fargo, ND 58078-2650  
701 232 5353  
[KLJENG.COM](http://KLJENG.COM)

December 22, 2020

Jared Pederson  
Project Manager  
Gast Construction Company, Inc.  
3410 39th St S  
Fargo, ND 58104

Re: GTC Remodel (F18006) Liquidated Damages

Dear Mr. Pederson:

Effective immediately the liquated damages included in Article 4.03.A.2 will be enforced as per the Agreement Between Owner and Contractor for Construction Contract (Stipulated Sum) for the work included with the GTC Remodel (F18006) portion of the project. This will remain in effect until the submittals for the decorative metal fence have been approved and construction of the fence (including removal of the existing fence) is approved for final payment. The existing fence shall remain in place until the construction of the new fence has been approved.

Sincerely,

**KU**

*Cassie McNames*

Cassie McNames, PE  
Project Manager

Enclosure(s): None

Project #: 1904-00486

cc: Jim Gast, Ryan Fleming, Julie Bommelman, Jordan Smith, Nancy Morris, File



728 East Beaton Drive, Suite 101  
West Fargo, ND 58078-2650  
701 232 5353  
[KLJENG.COM](http://KLJENG.COM)

February 19, 2021

Jared Pederson  
Project Manager  
Gast Construction Company, Inc.  
3410 39th St S  
Fargo, ND 58104

Re: GTC Remodel (F18006) Liquidated Damages

Dear Mr. Pederson:

On February 5, 2021, KLJ received a request from your office to consider a reduction in time for enforcement of liquidated damages. This letter was sent to the City for consideration the same day as it was received. Upon review and consideration of the letter, the City has elected to move forward with a reduction in the number of days as proposed in your letter dated February 5, 2021. Liquidated damages will be incurred between December 22, 2020 and December 28, 2020. This is a total of 6 days, and equates to \$4,500, which will be deducted from the amount of the final pay application.

Sincerely,

**KLJ**

A handwritten signature in blue ink that reads "Cassie McNames". The signature is written in a cursive, flowing style.

Cassie McNames, PE  
Project Manager

Enclosure(s): None

Project #: 1904-00486

cc: Jim Gast, Julie Bommelman, Jordan Smith, Nancy Morris, File





**MATBUS**  
Administrative Offices  
650 23rd Street North  
Fargo, ND 58102  
Phone: 701.241.8140 | Fax: 701.241.8558  
[www.MATBUS.com](http://www.MATBUS.com)

April 4, 2021

3/12

City Commission  
225 N 4<sup>th</sup> Street  
Fargo, ND 58102

Dear Committee:

**Background:**

Over the past several months the Ground Transportation Center (GTC) has experienced an increase in security related events. These events have ranged from people sleeping in the lobby to finding a loaded gun in the men's restroom. Staff have become very concerned over the increase of potentially dangerous encounters.

**Account:** 551-2563-491.33-80

**Current Budget:** \$100,000

**Budget Increase Requested:** \$28,544.00

**New Budget Amount:** \$128,554.00

This was approved by the Finance Committee on March 29, 2021.

**Recommended Motion:**

Approve the budget adjustment for additional security services at the GTC.

Sincerely,

*Matthew G. Peterson*

Matthew G. Peterson  
Assistant Transit Director

Matt,

See the below for the comparison between Model 1 and 2:

Model 1 Annual Cost: **\$125,268.00** vs Model 2 Annual Cost: **\$128,544.00**

### Model 1 – Table 2.2

**One Year Annual Total for Transit: \$125,268.00**

Model 2 – Table 2.2

**One Year Annual Total for Transit: \$128,544.00**

Best Regards,  
Sam

**From:** Matthew Peterson

**Sent:** Friday, February 26, 2021 11:18 AM  
**To:** sbaugh@sentrysecurity.biz  
**Subject:** Re: Draft Staffing Model No. 1

Sam, thanks for the info, I like where we are headed here, but I do think we will need to move the stationary guard form 6 – 11:30pm to 2 -11:30pm. How would that change affect costs? That would be a 9 ½ hour shift, but you could also build a break in for the security officer, we have a break room on site that is well equipped and they would be welcome to use it; just a thought.

Thank you,

Matthew G. Peterson | Assistant Transit Director | City of Fargo, North Dakota | 650 23rd Street N  
o: (701) 476-6660 | f: (701) 241-8558 | e: [mgp@fargond.gov](mailto:mgp@fargond.gov)

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**From:** Sam Baugh <[sbaugh@sentrysecurity.biz](mailto:sbaugh@sentrysecurity.biz)>

**Date:** Thursday, February 25, 2021 at 8:17 PM

To: Matthew Peterson <[MGPeterson@matbus.com](mailto:MGPeterson@matbus.com)>

**Subject:** Draft Staffing Model No. 1

Matt.

Staffing Model 1 (Draft) All references to articles/table numbers are from the existing contract. All rates are reflective of current pricing for Sentry Security as of today (2/25/2021).

This model saves \$11,382.28 from the existing services if we just doubled article 1.1 and adds the additional daytime coverage. This would require a little ramp up time but should be able to start by 1 April.

Be able to start by 1 April.																								
Monday -Friday																								
0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24 Hour Timeline
As Needed								1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Total daily Hours

Graveyard Shift (Existing Article 1.5)	Day Shift (Existing Article 1.2 - 1.3 + New 1.6 & 1.7)	Swing Shift (Existing Article 1.1)	Shift Hours
	3 Mobile patrol Stops + Currency & Courier transport * See Note Below	Stationary Guard	Service Type
Jefferson Safe Haven Services	Security Patrols + Currency Exchange & Courier Service	Stationary Guard	Task & Purpose

(Saturdays)																								
0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24 Hour Timeline
As Needed								1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Total daily Hours
Graveyard Shift								Day Shift								Swing Shift								Shift Hours
Jefferson Safe Haven Services								4 Mobile patrol Stops * See Note Below								Stationary Guard								Service Type
																Stationary Guard								Task & Purpose

Notes	
<p>* Any Call for Service (CFS) will be subtracted from the Daily total Mobile Patrol Stops, not to exceed the agreed upon number of daily patrol stops. Additional CFS are billed at \$55.00 for the first 30 minutes from the time the officer departs for the GTC and billed at the normal hourly rate after the initial 30 minutes.</p>	

2.2 Expected Hourly Breakdown for each Service						
Article	Frequency	Weekly Hours / Patrols	Annual Weeks	Total Hours / Patrols	Rate	Annual Cost
1.1	Weekly	48	52	2,496	\$31.00	\$77,376.00
1.2	Daily	5	52	260	\$35.00	\$9,100.00
1.3	Tuesday	1	52	52	\$31.00	\$1,612.00
1.4	Friday	1	52	52	\$31.00	\$1,612.00
1.6 *New	Monday - Friday	15	52	780	\$36.00	\$28,080.00
1.7 * New	Saturday	4	52	208	\$36.00	\$7,488.00

One Year Annual Total for Transit: **\$125,268.00**

1.5	As Needed	TBD	52	TBD	\$31.00	TBD
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**MATBUS**  
Administrative Offices  
650 23rd Street North  
Fargo, ND 58102  
Phone: 701.241.8140 | Fax: 701.241.8558  
[www.MATBUS.com](http://www.MATBUS.com)

April 4, 2021

City Commission  
225 N 4<sup>th</sup> Street  
Fargo, ND 58102

Dear Committee:

**Background:**

In March of 2020, MATBUS went "Fare Free" for all Fixed Route and Paratransit services. Part of our NDSU contract is the "U-Pass" fee NDSU pays for all their students to ride the MATBUS Fixed Route system with their NDSU card. This fee is a formula based on the number of NDSU rides given the previous year compared to a 15% Farebox recovery rate for their ridership.

The 2020-2021 academic year saw several of the same challenges as our transit service. During a review of our agreements, it was found the U-Pass agreement was never signed by NDSU and the question remained if NDSU should be required to pay this fee for their students as our transit system was fare free during this time.

At the finance committee meeting on March 29, 2021, it was approved to wave the U-Pass fee for the NDSU 2020-2021 academic year. This is an amount of \$61,764 of revenue which is an eligible expense covered by the C.A.R.E.S. act.

**Recommended Motion:**

Approve the removal of U-Pass cost on our NDSU agreements for the 2020 - 2021 academic year.

Sincerely,

*Matthew G. Peterson*

Matthew G. Peterson  
Assistant Transit Director

REPORT OF ACTION

(32)

UTILITY COMMITTEE

Project No. WA1910

Type: Amendment #1 to Apex Task Order #8  
Downtown Water Tower RebidLocation: New Downtown Water Tower (11<sup>th</sup> Street & 7<sup>th</sup> Avenue North)

Date of Hearing: 4/1/2021

<u>Routing</u>	<u>Date</u>
City Commission	4/5/2021
Project File	

Troy Hall, Water Utility Director, presented the attached memo regarding an amendment to Task Order #8 with Apex Engineering Group (Apex). This amendment is a cost increase of \$17,800 for additional engineering service hours related to rebidding Project WA1910, Downtown Water Tower Improvements. If approved, the new contract cost will be \$263,350, up from \$245,550. The result of the 2<sup>nd</sup> bid of Project WA1910 was a bid reduction of approximately \$992,000. The investment in these additional engineering services was well worth it when considering the bid cost reduction.

**MOTION:**

On a motion by Scott Liudahl, seconded by Terry Ludlum, the Utility Committee voted to approve Amendment #1 to Task Order #8 with Apex Engineering Group for a cost increase of \$17,800 for engineering services to rebid Project WA1910.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner	<u>X</u>			
Kent Costin, Director of Finance	<u>X</u>			
Brian Ward, Water Plant Supt.	<u>X</u>			
Mark Miller, Wastewater Plant Supt.	<u>X</u>			
Bruce Grubb, City Administrator	<u>X</u>			
Scott Liudahl, City Forester	<u>X</u>			
Terry Ludlum, Solid Waste Utility Director	<u>X</u>			
James Hausauer, Wastewater Util. Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director				
Brenda Derrig, City Engineer	<u>X</u>	(Proxy-T Knakmuhs)		

ATTEST:

  
Troy B. Hall  
Water Utility Director

C: Tim Mahoney, Mayor  
Commissioner Strand  
Commissioner Piepkorn  
Commissioner Preston



**Water Treatment Plant**

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

[www.FargoND.gov](http://www.FargoND.gov)**MEMORANDUM**

March 26, 2021

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**To:** Utility Committee

**From:** Troy B. Hall, Water Utility Director *TBH*

**Re:** Amendment #1 to Apex Task Order #8 – Downtown Water Tower Rebid

---

Attached, please find a proposed task order amendment with Apex Engineering Group (Apex). This amendment is for additional engineering services related to rebidding the Project WA1910, Downtown Water Tower Replacement. The proposed task order amendment is a cost increase of \$17,800. The rebid of Project WA1910 resulted in approximately a \$992,000 reduction of the base bid price. The investment in added engineering costs to rebid the project is viewed as worthwhile by Water Utility staff. If approved, the contracted amount for Apex Task Order #8 will change from \$245,500 to \$263,350.

**Plan of Financing**

Project WA1910 is approved for a State Water Commission (SWC) grant of \$2.81 million which helps the Water Utility Capital Improvement Plan (CIP). All other project costs will be paid with Infrastructure Sales Tax (Fund 450). Project WA1910 is in the approved Water Utility budget for 2021 and in the 20-year CIP. If all construction contracts and construction engineering services are approved in April 2021, adjustments for full WA1910 project costs will be submitted with the 2022 budget proposal from the Water Utility.

**SUGGESTED MOTION:**

Approve Amendment #1 to Task Order #8 with Apex Engineering Group in the amount of \$17,800 for engineering services to rebid Project WA1910.

Your consideration in this matter is greatly appreciated.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 1, 2018.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Task Order No. 08 – Amendment No. 1**

The Effective Date of this Amendment is: April 1, 2021.

Background Data

Effective Date of Owner-Engineer Agreement: August 19, 2019

Owner: City of Fargo, ND – Water Division

Engineer: Apex Engineering Group, Inc.

Project: 2.5 Million Gallon Elevated Water Storage Tank – Design & Bidding

Nature of Amendment:

- X   Additional Services performed by Engineer
- X   Modifications of payment to Engineer
- X   Modifications to time(s) for rendering services

Description of Modifications:

*Bidding for this project took place on December 2, 2020. Due to bids exceeding anticipated costs, the Owner elected to reject all bids, change some project components, conduct value engineering of the project, and rebid. Bids for the rebid were received on February 10, 2021. The project was awarded by City Commission on March 8, 2021. The City subsequently received communications from an attorney for a Contractor that was not the low bidder. This delayed issuing a Notice of Award and required further coordination and communication with the City and the low bidder.*

*This Amendment accounts for additional effort and reimbursable expenses necessary for value engineering and changing of several project components, reissuing bidding documents, bid period activities, bid opening, and project award period activities. An accounting of the hours spent on each activity is attached.*

## Agreement Summary:

Original agreement amount:	\$ 245,550.00
Net change for prior amendments:	\$ 0.00
This amendment amount:	\$ 17,800.00
Adjusted Agreement amount:	\$ 263,350.00

Change in time for services: *Completion extended to March 20, 2021*

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

City of Fargo

By:

Print

name: Troy Hall

Title: Water Utility Director

Date Signed:

ENGINEER:

Apex Engineering Group, Inc.

By:

Print

name: Timothy J. Paustian, PE

Title: Vice President

Date Signed:



**Apex Engineering Group**  
**Additional Hours**  
**Fargo, North Dakota**  
**Task Order No. 8 - Amendment No. 01**  
**Rebid - 2.5 MG Elevated Water Storage Tank**

Task	Senior Engineer	Design Engineer	Graduate Engineer	Lead Engineering Technician	Admin Support
Task 1.0 - Value Engineering					
<b>Task Subtotal</b>	<b>18</b>	<b>26</b>	<b>20</b>	<b>0</b>	<b>0</b>
Task 2.0 - Reissue Bid Documents					
<b>Task Subtotal</b>	<b>7</b>	<b>10</b>	<b>6</b>	<b>42</b>	<b>6</b>
Task 3.0 - Bid Period Activities					
<b>Task Subtotal</b>	<b>7</b>	<b>9</b>	<b>2</b>	<b>0</b>	<b>2</b>
Task 4.0 - Bid Opening and Award Period Activities					
<b>Task Subtotal</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Apex Project Subtotals</b>					
<b>Hours</b>	<b>47</b>	<b>45</b>	<b>28</b>	<b>42</b>	<b>9</b>

REPORT OF ACTION

(33)

**UTILITY COMMITTEE**

Project No. WA1910

Type: Apex Task Order #10  
Downtown Water Tower DesignLocation: New Downtown Water Tower (11<sup>th</sup> Street & 7<sup>th</sup> Avenue North)

Date of Hearing: 4/1/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/5/2021</u>
Project File	<u>                    </u>

Troy Hall, Water Utility Director, presented the attached memo regarding a proposed Apex Engineering (Apex) task order for construction engineering services related to the new downtown water tower. This project will replace the three oldest water towers in the Fargo water system with a single, larger water tower. Project WA1910 has been awarded and construction is expected to begin this spring. Relative to many new water tower construction projects, construction of this water tower has several complicating factors and has a three (3) construction season duration (2021 to 2023) for substantial completion. The task order is in the amount of \$681,160 or 8.7% of the bid price. In reviewing the proposed task order, Water Utility personnel compared construction engineering costs for several other new water towers. Water Utility staff recommends approval of Task Order #WA04 with Apex.

The new water tower is in the Water Utility budget and 20-year Capital Improvement Plan (CIP). This project will be funded with Infrastructure Sales Tax (Fund 450), but a \$2.81 million State Water Commission grant was received and will contribute to the project as well.

**MOTION:**

On a motion by Kent Costin, seconded by Jim Hausauer, the Utility Committee voted to approve the proposed Task Order #WA04 with Apex Engineering in the amount of \$681,160 for engineering services related to the construction engineering of Project WA1910, Downtown Water Tower Improvements.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner	<u>X</u>			
Kent Costin, Director of Finance	<u>X</u>			
Brian Ward, Water Plant Supt.	<u>X</u>			
Mark Miller, Wastewater Plant Supt.	<u>X</u>			
Bruce Grubb, City Administrator	<u>X</u>			
Scott Liudahl, City Forester	<u>X</u>			
Terry Ludlum, Solid Waste Utility Director	<u>X</u>			
James Hausauer, Wastewater Util. Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director				
Brenda Derrig, City Engineer	<u>X</u>			
				(Proxy-T Knakmuhs)

ATTEST:

  
 Troy B. Hall  
 Water Utility Director

C: Tim Mahoney, Mayor  
Commissioner Strand  
Commissioner Piepkorn  
Commissioner Preston

**Water Treatment Plant**

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

[www.FargoND.gov](http://www.FargoND.gov)**MEMORANDUM**

March 26, 2021

---

**To:** Utility Committee

**From:** Troy B. Hall, Water Utility Director *TBH*

**Re:** Apex Task Order #WA04 – Downtown Water Tower – Construction Services

---

Attached, please find a task order proposal from Apex Engineering Group (Apex) for construction engineering services with Project WA1910, Downtown Water Tower Replacement. This new water tower will replace the three oldest water towers in the water system with a single, larger water tower. The single tower option has the lowest life-cycle costs, fix hydraulic issues in the distribution system, and will simplify water tower operation for WTP personnel. The fee for this task order is \$681,160. The project has a bid price of \$7,635,949 with substantial completion in about October, 2023.

A reasonable measure of the construction engineering fees is as a percentage of the construction costs. Water Utility personnel did research into the construction engineering costs for water tower construction projects. A survey of some projects showed a typical range of 7-8 percent, as high as 9.7 percent and as low as 4 percent. Considering the addition of the tower art bid alternate, the Apex proposal is 8.7 percent of the construction bid price. There are several complexities for Project WA1910 that are not typical of a water tower construction project. Some complexities are as follows:

- Relocation of existing electrical utilities
- Demolition of the existing Water Tower No. 1 and associated site work
- Installation of additional room in the new tower for Red River Dispatch equipment requiring HVAC and installation of an on-site emergency electric generator.
- Water Utility staff requested KLM Engineering as a sub-consultant for inspection of tank welds, inspecting and monitoring of coating application, and other services.

Water Utility personnel recommend approval of Task Order WA04 with Apex Engineering Group.

**Financial Considerations**

Project WA1910 is approved for a State Water Commission (SWC) grant of \$2.81 million which helps the Water Utility Capital Improvement Plan (CIP). All other project costs will be paid with Infrastructure Sales Tax (Fund 450). Project WA1910 is in the approved Water Utility budget for 2021 and in the 20-year CIP. If all construction contracts and construction engineering services are approved in April 2021, adjustments for full WA1910 project costs will be submitted with the 2022 budget proposal from the Water Utility.

**SUGGESTED MOTION:**

Approve Task Order WA04 with Apex Engineering Group in the amount of \$681,160 for engineering services with the construction of Project WA1910, Downtown Water Tower Replacement.

Your consideration in this matter is greatly appreciated.



## **Task Order No. WA04 – Downtown Water Tower Construction Phase Services**

---

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021 ("Agreement"), Owner and Engineer agree as follows:

### **1. Background Data**

- a. Effective Date of Task Order: April 1, 2021
- b. Owner: City of Fargo – Water Division
- c. Engineer: Apex Engineering Group, Inc.
- d. Specific Project (title): 2.5 Million Gallon Elevated Water Storage Tank
- e. Specific Project (description): Construction Phase Services for a New Composite Elevated Water Storage Tank.

### **2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

☐ as follows: ***See attached Scope of Services***

- B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

- ~~C. Designing to a Construction Cost Limit~~

~~Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$\_\_\_\_\_. The bidding or negotiating contingency to be added to the Construction Cost Limit is \_\_\_\_\_ percent.~~

- D. Other Services

Engineer shall also provide the following services: ***Special Inspection Services provided by KLM Engineering as a subconsultant to Apex***

- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### 3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

☐ as follows: **None**

### 4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: **Attached Scope of Services**

### 5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Phase/Task</u>	<u>Completion Date (week of)</u>
Execute Engineering Agreement Task Order	April 1, 2021
Preconstruction Meeting with Contractor	May 2021
Project Substantial Completion	October 25, 2023
Project Final Completion	June 14, 2024

**6. Payments to Engineer**

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Construction Phase Services		
a. Task 1 – Project Management	\$26,730	Hourly Rates
b. Task 2 – Construction & Contract Administration	\$139,900	Hourly Rates
c. Task 3 – Construction Observation/RPR & Subconsultant (KLM)	\$494,790	Hourly Rates
d. Task 4 – Ex. Tower Demo and Site Restoration	\$19,740	Hourly Rates
<b>TOTAL COMPENSATION (lines 1.a-h)</b>	<b>\$681,160</b>	<b>Hourly Rates</b>

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**7. Consultants retained as of the Effective Date of the Task Order:** *KLM Engineering*

**8. Other Modifications to Agreement and Exhibits:** *None*

**9. Attachments:** *Scope of Services & Hours Estimate*

**10. Other Documents Incorporated by Reference:** *None*

**11. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is **April 1, 2021**.

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Troy Hall

Print Name: Timothy J. Paustian, PE

Title: Water Utility Director

Title: Vice President

Engineer License or Firm's COCP #975C  
Certificate No. (if required): \_\_\_\_\_

State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Troy Hall

Name: Timothy J. Paustian, PE

Title: Water Utility Director

Title: Project Manager

Address: 435 14<sup>th</sup> Avenue South  
Fargo, ND 58103

Address: 4733 Amber Valley Parkway South  
Fargo, ND 58103

E-Mail THall@FargoND.gov  
Address: \_\_\_\_\_

E-Mail Tim.Paustian@ApexEngGroup.com  
Address: \_\_\_\_\_

Phone: 701-476-6741

Phone: 701-373-7991

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Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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and American Society of Civil Engineers. All rights reserved.





# Scope of Services

## 2.5 Million Gallon Elevated Water Storage Tank – Construction Phase Services

City of Fargo, North Dakota  
April 1, 2021

Task No.	Description
1	Project Management
2	Construction and Contract Administration
3	Construction Observation / Resident Project Representative (RPR)/Special Inspections (KLM)
4	Water Tower No. 1 Demolition and Site Restoration

## **Project Background**

In February of 2017, the City of Fargo adopted recommendations from a technical memorandum (Downtown Water Tower Improvements Analysis) by AE2S and KLM for construction of a new elevated water storage tank to be located near downtown Fargo. The newly proposed composite tank is designed to replace existing Towers No. 1, No. 2, and No. 3. The new 2.5 Million Gallon (MG) elevated tank will be constructed at the existing Tower No. 1 property, which is located at 1102 7<sup>th</sup> Avenue North.

The original analysis called for a new 2 MG tank. However, further analysis by City Staff indicated a need to control pressure surges within the distribution system to lessen the possibility of main breaks. For this reason, City Staff expressed a desire to construct a 2.5 MG elevated tank that will have 2 MG of useable storage and 0.5 MG of surge storage.

Apex Engineering Group was hired in 2018 to complete the design and bidding of the new tower. The bidding phase was completed on March 8, 2021 and the project is ready to proceed to the construction phase. The construction phase has a substantial completion date of October 25, 2023 and a final completion date of June 14, 2024. Not including winter shutdown periods, the total construction period is approximately 109 weeks.

This Task Order is for Project Management, Construction and Contract Administration, Construction Observation/Resident Project Representative, and Demolition of Water Tower No. 1 and associated site work. Assumed hours and time frames are explained in each section. This Task Order also includes special testing services, which will be completed by our subconsultant, KLM Engineering. These special testing services include steel fabrication, welding inspection, and coating inspections.

This Task Order scope specifically excludes any work during the warranty period and also excludes a 1-year warranty inspection and report.

**Task No. 1.0 – Project Management****Objective:**

Management of engineers, technicians, and sub consultants through all phases of the project, including contract administration and coordination of quality assurance and quality control. Provide point of contact for City of Fargo.

**Activities:**

1. Review and execute contract between City of Fargo and Apex Engineering Group (Apex).
2. Oversee Engineers and Technicians assigned to the project.
3. Attend and report at project update meetings, as necessary.
4. Provide communications and coordination between City of Fargo, Sub-consultants, and Apex.
5. Provide quality assurance and quality control.

**City of Fargo Responsibilities:**

- ✓ Execute contract between City of Fargo and Apex.
- ✓ Provide requested information in a timely manner.
- ✓ Attend project update meetings.

**Apex Responsibilities and Deliverables:**

- ✓ Review and execute task order contract with the City of Fargo in a timely manner.
- ✓ Gather, organize, review and return (if applicable) any necessary information.
- ✓ Schedule and attend project update meetings.
- ✓ Communicate with City of Fargo on project updates and schedule.

## **Task No. 2.0 – Construction & Contract Administration**

### **Objective:**

Administer construction phase improvements including contract administration and construction management of all on site activities by Contractor.

### **Activities:**

1. Execute Agreement, Notice of Award and Notice to Proceed documents.
2. Conduct pre-construction conference between all parties (Owner, Engineer, and Contractor).
3. Conduct shop drawing review. This scope includes a maximum of 18 shop drawings with 10 hours spent on each.
4. Answer all requests for information (RFIs) from contractor. This scope includes a maximum of 10 RFIs with 2 hours spent on each.
5. Coordinate with special inspection subconsultant (KLM) for their monitoring and conformance with contract documents for the structural steel fabrication, welding, and coatings applications during construction.
  - KLM will provide trained personnel for shop inspections of the fabrication and prime painting of the steel tank components.
  - KLM will provide site inspections for welding of steel components.
  - KLM will provide trained personnel for coatings observation to ensure final coating systems are in conformance with contract documents.
6. Conduct bi-weekly construction progress meetings between Owner, Engineer, and Contractor when work is taking place (not during winter shutdown). This scope assumes a maximum number of working weeks to be 109 weeks.
7. Coordinate with material testing firm for quality control of soils and cast-in-place concrete.
8. Process Partial Payment Requests. Scope is based on a 40-month construction period with 5 hours spent per month.
9. Process Work Change Directives. Scope is based on a maximum of 2 Work Change Directives with 12 hours spent on each.
10. Process any Change Orders. Scope is based on a maximum of 3 Change Orders with 13 hours spent on each.
11. Coordinate with other City Departments, as necessary
12. Develop preliminary and final punch lists. Determine actual substantial and final completion dates.
13. Provide Startup services and coordination. This scope specifically excludes any startup activities associated with the dispatch equipment, except the generator.

### **City of Fargo Responsibilities:**

- ✓ Attend progress meetings.
- ✓ Execute contract, notice of award, and notice to proceed in a timely manner.
- ✓ Approve Payment Applications and Change Order in a timely manner.
- ✓ Attend punch list inspections.

### **Apex Responsibilities and Deliverables:**

- ✓ Conduct bi-weekly construction progress meetings. Provide meeting minutes to all parties.
- ✓ Review Payment Applications
- ✓ Process RFIs, Work Change Directives, and Change Orders.

**Task No. 3.0 – Construction Observation / Resident Project Representative (RPR)****Objective:**

Administer construction phase improvements including construction observation and resident project representative (RPR) services.

**Activities:**

1. Provide Resident Project Representatives that will visit the site at intervals deemed appropriate for monitoring project progress, quality of the work performed and general conformance with the contract documents. This scope assumes a maximum of 106 weeks of Construction work at an average of 16 hours per week for the RPR. Scope also includes time a minimal amount of time for Design Engineer, Graduate Engineer, and Engineering Technician to provide support to RPR.
2. Coordinate with KLM's Resident Project Representative for their monitoring and conformance with contract documents for the structural steel fabrication, welding, and coatings applications during construction.
3. Provide startup services and coordination.
4. Prepare record drawings.
5. Develop operations and maintenance manuals. This scope specifically excludes the development of any O&M Manuals for the dispatch equipment, excluding the generator.

**City of Fargo Responsibilities:**

- ✓ Attend scheduled site visits and startup.

**Apex Responsibilities and Deliverables:**

- ✓ Develop record drawings.
- ✓ Assist Owner during startup.
- ✓ Prepare operations and maintenance manuals.

**Task No. 4.0 – Water Tower No. 01 Demolition and Site Restoration****Objective:**

Provide Construction Observation and Resident Project Representative for the demolition of the existing water tower No 01 and associated site restoration once the new tower is online.

**Activities:**

1. Scope includes a maximum of 40 hours of construction observation/RPR time and a minimal amount of support time from a Senior Engineer and Design Engineer for the water tower No. 1 demolition and a maximum of 80 hours of construction observation/RPR time and a minimal amount of support time from a Senior Engineer and Design Engineer for site restoration.

**City of Fargo Responsibilities:**

- ✓ Provide input on items, as needed.

**Apex Responsibilities and Deliverables:**

- ✓ Coordinate and participate in water tower no. 1 demolition and associated site restoration.

**Project Schedule**

<u>Task/Activity</u>	<u>Date (Week of)</u>
- Execute Agreement for Engineering Service	April 1, 2021
- Preconstruction Meeting with Contractor	May 2021
- Substantial Completion	October 25, 2023
- Final Completion	June 14, 2024

REPORT OF ACTION**UTILITY COMMITTEE**

Project No. WA1863

Type: LSWTP Pretreatment &amp; Crypto Compl. Change Orders

Location: Water Treatment Plant (435 14<sup>th</sup> Avenue South)

Date of Hearing: 4/1/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/5/2021</u>
Project File	<u>                    </u>

Troy Hall, Water Utility Director, presented the attached AE2S letter and change order forms for Project WA1863, Lime Softening Water Treatment Plant (LSWTP) Pretreatment Rehabilitation & Crypto Compliance. Approval of these change orders will be a 2.0% increase in the project cost. This project is funded through a low-interest State Revolving Fund (SRF) loan. There are proposed change orders with two (2) different contractors in this request:

**Change Order No. 1 to Contract No. 1 (General Construction) with CC Steel**

- Cost Increase: \$72,000
- Reason: Following UV system installation, the operational flow range for transfer pumps needed in Lime Softening WTP requires a change to 2-stage pumps instead of 1-stage pumps.
- New Contract Amount: \$3,499,000
- Time Extension of 46 days due to the longer than expected lead-time for materials and equipment.

**Change Order No. 1 to Contract No. 2 (Electrical Construction) with Fusion Automation**

- Cost increase: \$8,016.89
- Reason: North Dakota Department of Environmental Quality (NDDEQ) is requiring increased amperage to the UV system after a post-bid validation report review.
- New Contract Amount: \$538,821.10

**MOTION:**

On a motion by Terry Ludlum, seconded by Brian Ward, the Utility Committee voted to approve the following change orders for Project WA1863:

Change Order #1 with CC Steel, Inc. with a cost increase of \$72,000 and a 46-day extension.

Change Order #1 with Fusion Automation, Inc. with a cost increase of \$72,000.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner	<u>X</u>			
Kent Costin, Director of Finance	<u>X</u>			
Brian Ward, Water Plant Supt.	<u>X</u>			
Mark Miller, Wastewater Plant Supt.	<u>X</u>			
Bruce Grubb, City Administrator	<u>X</u>			
Scott Liudahl, City Forester	<u>X</u>			
Terry Ludlum, Solid Waste Utility Director	<u>X</u>			
James Hausauer, Wastewater Util. Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director				
Brenda Derrig, City Engineer	<u>X</u>			
				<u>Proxy-T Knakmuhs</u>



ATTEST:

C: Tim Mahoney, Mayor  
Commissioner Strand  
Commissioner Piepkorn  
Commissioner Preston

A handwritten signature in blue ink, appearing to read "T. B. Hall", is positioned above a horizontal line.

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Troy B. Hall  
Water Utility Director

**MEMORANDUM**  
March 26, 2021

---

**To:** Utility Committee

**From:** Troy B. Hall, Water Utility Director *TBH*

**Re:** Project WA1863 Change Orders – LSWTP Pretreatment and Crypto Compliance

---

Attached, please find recommended change orders for Project WA1863, LSWTP Pretreatment and Crypto Compliance Improvements. The AE2S cover letter provides a brief summary of the recommended change orders. The change orders are described below:

**Change Order No. 1 to Contract No. 1 (General Construction) with CC Steel**

- **Cost Increase: \$72,000**
- Reason: Following UV system installation, the operational flow range for transfer pumps needed in Lime Softening WTP requires a change to 2-stage pumps instead of 1-stage pumps.
- New Contract Amount: \$3,499,000
- Time Extension of 46 days due to the longer than expected lead-time for materials and equipment.

**Change Order No. 1 to Contract No. 2 (Electrical Construction) with Fusion Automation**

- **Cost increase: \$8,016.89**
- Reason: North Dakota Department of Environmental Quality (NDDEQ) is requiring increased amperage to the UV system after a post-bid validation report review.
- New Contract Amount: \$538,821.10

Approval of these two (2) change orders will increase the project cost by \$80,016.89 or 2.0 percent.



Ultraviolet (UV) Reactor manufactured by Calgon Carbon Corporation (Calgon). At project completion, Calgon UV Reactors will be used for disinfection credit of Cryptosporidium.

Project WA1863 is a combination of two (2) listed projects that were in the 20-year Capital Improvement Plan (CIP). The two projects were bid as a single project because construction was to occur in the same area of the water plant and on approximately the same timeline. The Pretreatment project is the result of a WTP Facility Plan – Phase 2, completed in 2016. The Crypto Compliance Improvements are needed to meet EPA removal credit requirements due to recent Cryptosporidium monitoring of our river water source.

#### **Plan of Financing**

It is recommended that the funding for these change orders come from a State Revolving Fund (SRF) loan. Project WA1863 is funded through a low-interest SRF loan. This project was in the 20-year CIP for the Water Utility and in the Water Utility budget. Two projects in the Water Utility were bid as a single project because construction are occurring in the same area of the water plant with the same construction timeline. Prior to approval of these change orders, the two projects together were about \$1.71 million under the budget and planning costs.

#### **SUGGESTED MOTION:**

Approve contract change orders with two contactors for Project WA1863 in the total amount of \$80,016.89.

Your consideration in this matter is greatly appreciated.



March 25, 2021

Mr. Dan Portlock  
Water Utility Engineer  
City of Fargo  
Water Treatment Plant  
435 14<sup>th</sup> Ave S  
Fargo, ND 58103-4306

**Re: Change Orders to Contract No. 1 – General Construction and Contract No. 2 –  
Electrical Construction  
Fargo LSWTP Pretreatment and Crypto Compliance Improvements  
City of Fargo Project #WA1863**

Dear Mr. Portlock:

Enclosed please find Change Orders to Contract No. 1 to Contract No. 1 – General Construction and Change Order No. 1 to Contract No. 2 – Electrical Construction for the above referenced project for your review and approval. The Change Orders pertain to the following changes to the project:

**Change Order No. 1 to Contract No. 1 – General Construction**

1. Contract No. 1 included a cash allowance of \$180,000 to cover labor and materials for replacing single-stage bowl assemblies on four (4) existing transfer pumps. After the project was bid, it was determined that conversion to two-stage bowl assembly pumps would be required to achieve the desired operational range of Water Treatment Plant. This change order increases the amount of the cash allowance on Contract No. 1 for the conversion of all four (4) transfer pumps from single-stage to two-stage, including new bowl assemblies, new line shafting, column pipe modification, and performing a 2U tolerance performance test on one (1) bowl assembly.
2. A no-dollar time extension of 46 days to the substantial and final completion dates, primarily due to longer than expected material and equipment lead times. The new dates for Substantial and Final Completion will be December 15, 2021 and February 14, 2022, respectively.

*Contract No. 1 Change Order Amount: \$72,000.00*



**Change Order No. 1 to Contract No. 2 – Electrical Construction**

1. Includes the addition of two (2) motor control center (MCC) buckets and three (3) 100 amp / 3-phase circuit breakers required for accommodating an increase to the UV system amperage to meet North Dakota Department of Environmental (NDDEQ) requirements from the post-bid validation report review process. Work includes labor and materials for providing MCC buckets noted and feeder circuitry to the UV system.

*Contract No. 2 Change Order Amount: \$8,016.89*

The combined total amount of both Change Orders is \$80,016.89.

Upon the City of Fargo's acceptance of the Change Orders **to Contract No. 1**, please sign and date each respective form. Please return a scanned copy of the formal change order forms containing all signatures to AE2S. AE2S will forward the signed copies to the contractors and will retain a copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S

A handwritten signature in blue ink, appearing to read "Ryan Grubb", is written over a light blue circular stamp.

Ryan Grubb, PE  
Project Manager

Attachments



Effective Date: 03/25/2021

Owner's Contract No.: WA1863


Contractor's Project No.:

Engineer's Project No.: P00803-2018-021

Contract Name: Contract No. 1 –  
General Construction

**Description:** Increase to cash allowance to convert all four transfer pumps from single-stage to two-stage pumps. Work includes labor and materials for providing completed new bowl assemblies, new shafting, conducting one (1)-2U performance test, and modifying and recoating column pipe. Change in original contract substantial and final completion dates.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 3,427,000.00	Original Contract Times: Substantial Completion: October 30, 2021 Ready for Final Payment: December 30, 2021 days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: Ready for Final Payment: days
Contract Price prior to this Change Order: \$ 3,427,000.00	Contract Times prior to this Change Order: Substantial Completion: October 30, 2021 Ready for Final Payment: December 30, 2021 days or dates
[Increase] [Decrease] of this Change Order: \$ 72,000.00	[Increase] [Decrease] of this Change Order: Substantial Completion: December 15, 2021 Ready for Final Payment: February 14, 2022 days or dates
Contract Price incorporating this Change Order: \$ 3,499,000.00	Contract Times with all approved Change Orders: Substantial Completion: December 15, 2021 Ready for Final Payment: February 14, 2022 days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:		By:		By:	
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	Operations Manager	Title:		Title:	
Date:	03/25/2021	Date:		Date:	

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**Work Change Directive**

Date of Issuance: 12/7/20 Effective Date: 12/7/20

Owner: City of Fargo Owner's Contract No.: WA1863

Contractor: CC Steel Contractor's Project No.:

Engineer: AE2S / B&V Engineer's Project No.: P00803-2018-021

Project: Fargo LSWTP Pretreatment and Crypto Compliance Improvements Contract Name: Contract No. 1 – General Construction

Contractor is directed to proceed promptly with the following change(s):  
Description:

**Increase to cash allowance to convert of all four transfer pumps from single-stage to two-stage pumps. Work includes labor and materials for providing completed new bowl assemblies, new shafting, conducting one (1)-2U performance test, and modifying and recoating column pipe.**

Attachments:  
Purchase Orders to Cascade and Watersmith from CC Steel

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

- ☐ Non-agreement on pricing of proposed change.
- ☒ Necessity to proceed for schedule or other Project reasons.

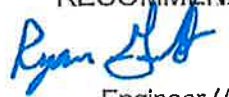
**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$71,763 [increase]  
Contract Time 0 days [no change]

**Basis of estimated change in Contract Price:**

- ☐ Lump Sum ☐ Unit Price  
☒ Cost of the Work ☐ Other

RECOMMENDED:

By:   
Engineer (Authorized Signature)

Title: Project Manager  
Date: 12/7/20

AUTHORIZED BY:

By:   
Owner (Authorized Signature)

Title: Water Utility Engineer  
Date: 12/7/20

RECEIVED:

By:   
Contractor (Authorized Signature)

Title: President  
Date: 12/7/20

Approved by Funding Agency (if applicable)

By:  
Title:

Date:

**Work Change Directive**

Date of Issuance: 02/23/2021

Effective Date: 02/23/2021

Owner: City of Fargo

Owner's Contract No.: WA1863

Contractor: CC Steel

Contractor's Project No.:

Engineer: AE2S / B&amp;V

Engineer's Project No.: P00803-2018-021

Project: Fargo LSWTP Pretreatment and  
Crypto Compliance ImprovementsContract Name: Contract No. 1 – General  
Construction

Contractor is directed to proceed promptly with the following change(s):

**Description:**

*A no-dollar time extension of 46 days to the substantial and final completion dates, and removal of the transfer pump, transfer pump wet well modifications, and 42-inch transfer piping modifications from Intermediate Milestone No. 2 Completion date of May 22, 2021. This Work remains in the Contract but is now associated with the new Substantial Completion date. The primary reason for the time extension is longer than expected material/equipment lead times. The new dates for Substantial and Final Completion will be December 15, 2021 and February 14, 2022, respectively.*

Attachments: None.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to:

- ☐ Non-agreement on pricing of proposed change.  
☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$0

[no change]

Contract Time 46 days

[increase]

**Basis of estimated change in Contract Price:**☐ Lump Sum☐ Unit Price☐ Cost of the Work☒ Other: N/A**RECOMMENDED:**

By:

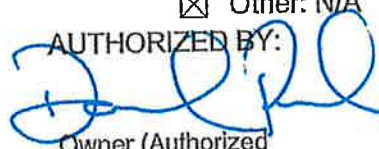
Engineer (Authorized  
Signature)

Title: Project Manager

Date: 2/23/2021

**AUTHORIZED BY:**

By:

Owner (Authorized  
Signature)

Title: Water Utility Engineer

Date: 2/23/2021

**RECEIVED:**

By:

Contractor (Authorized  
Signature)

Title: President

Date: 2/23/2021

Approved by Funding Agency (if applicable)

By:

Date:

Title:



Date of Issuance: 03/25/2021

Effective Date: 03/25/2021

Owner: City of Fargo

Owner's Contract No.: WA1863

Contractor: Fusion Automation

Contractor's Project No.:

Engineer: AE2S / B&amp;V

Engineer's Project No.: P00803-2018-021

Project: Fargo LSWTP Pretreatment and Crypto  
Compliance ImprovementsContract Name: Contract No. 2 –  
Electrical  
Construction

The Contract is modified as follows upon execution of this Change Order:

**Description:** Addition of two (2) MCC buckets and three (3) 100A/3p circuit breakers required for accommodation of increased UV system amperage to meet NDDEQ requirements. Work includes labor and materials for providing MCC buckets noted and feeder circuitry to UV system.**Attachments:** Fusion Automation Itemized and Detailed Change Order Information, RFI 009

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>530,804.21</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
<del>[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:</del> \$ _____	<del>[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:</del> Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>530,804.21</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
<b>[Increase] [Decrease] of this Change Order:</b> \$ <u>8,016.89</u>	<b>[Increase] [Decrease] of this Change Order:</b> Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>538,821.10</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:   
Engineer (if required)By: \_\_\_\_\_  
Owner (Authorized Signature)By: \_\_\_\_\_  
Contractor (Authorized Signature)Title: Operations Manager

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 03/25/2021

Dat: \_\_\_\_\_

Dat: \_\_\_\_\_

Approved by Funding Agency (if  
applicable)By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

C: Tim Mahoney, Mayor  
Commissioner Strand  
Commissioner Piepkorn  
Commissioner Preston



**MEMORANDUM**  
 March 26, 2021

**To:** Utility Committee

**From:** Troy B. Hall, Water Utility Director *TBH*

**Re:** WA2004 Change Order #2 – South Regional Water Connection – Phase 1

**Introduction**

Attached, please find a proposed change order with Sellin Brothers, Inc. regarding Project WA2004. This construction primarily focuses on installing a segment of 24-inch pipe for a 3<sup>rd</sup> West Fargo water service connection, including directional drilling to install the pipe under the Sheyenne River. It also finishes up construction related to land agreements that helped attain land and routing easements for the pipeline and a raw water supply channel. The proposed changes are a cost increase of \$30,900 and a 14-day project time extension. With approval of the proposed change order, the new contract price will be \$1,280,192.76.



**Diagram shows phases of 3<sup>rd</sup> West Fargo Water Service Connection & Drain Improvements for Storm Water Management and Water Supply to the Water Treatment Plant.**

This change involves widening a crushed concrete access road to Mr. Howard Gensler's property to complete land agreements previously identified to allow the installation of piping for a 3<sup>rd</sup> West Fargo water service connection and a Sheyenne River water conveyance for water supply to the Water Treatment Plant. Mr. Howard Gensler has already signed all applicable land agreement paperwork. So, all land transactions are complete for future Water Utility needs.

**Plan of Financing**

Water Utility staff recommends this change order be paid with State Water Commission (SWC) 60-percent grant funding and use Infrastructure Sales Tax (Fund 450) for the local share as defined in the budget. This is in accordance with the Water Utility budget line and the 20-years Capital Improvement Plan (CIP).

**SUGGESTED MOTION:**

Approve Change Order No. 2 with Sellin Brothers, Inc. in the amount of \$30,900 with a 14-day time extension under Project WA2004.

Your consideration in this matter is greatly appreciated.



March 25, 2021

Mr. Dan Portlock  
Water Utility Engineer  
City of Fargo Water Treatment Plant  
435 14<sup>th</sup> Ave S  
Fargo, ND 58103-4306

**Re: Change Order No. 2 to Contract No. 1  
Fargo South Regional Water Connection Phase I  
City of Fargo Project #WA2004**

Dear Mr. Portlock:

Enclosed please find a copy of Change Order No. 2 to Contract No. 1 for the above referenced project for your review and approval. The total Change Order amount is \$30,900.00 and adding fourteen (14) days to the contract substantial and final completion dates.

This Change Order pertains to the following changes to the project:

- 1) Work includes expanding the width of the new driveway of Howard Gensler's by 3-feet from 15-feet to 18-feet. This work comprises of additional topsoil stripping, importing clay from the existing site spoil piles, re-grading the slopes and ditch flow line on the North and West sides of the driveway, placing of geotextile fabric, placing of 12-inch thick crushed concrete, replacement of the top soil, and the required additional mobilization of equipment. Any seeding required for this additional work will be paid through the contract. The cost for this additional work is a lump sum amount of \$30,900.00.
- 2) Work includes a contract extension totaling fourteen (14) days to both the substantial and final completions. The impact of this will adjust the substantial completion date from June 1, 2021 to June 15, 2021 and the final completion date from August 1, 2021 to August 15, 2021.

Upon the City of Fargo's acceptance of Change Order No. 2, please sign and date the four original copies. Retain one copy for your records and scan a copy to AE2S. AE2S will forward a copy to the contractor and will retain a remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,  
AE2S

A handwritten signature in blue ink, appearing to read "Chase Julson".

Chase Julson, EIT

Attachments: Change Order No. 1; Letter from Sellin Brothers, Inc. (SBI) with Cost Proposal



Date of Issuance: 04/05/2021

Effective Date: 04/05/2021

Owner: City of Fargo

Owner's Contract No.: WA2004

Contractor: Sellin Brothers, Inc.

Contractor's Project No.: 1047

Engineer: Advanced Engineering and Environmental Services, Inc. Engineer's Project No.: P00803-2018-028

Project: Fargo South Regional Water Connection Phase 1

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

**Description:**

- 1) Work includes expanding the width of the new driveway of Howard Gensler's by 3-feet from 15-feet to 18-feet. This work comprises of additional topsoil stripping, importing clay from the existing site spoil piles, re-grading the slopes and ditch flow line on the North and West sides of the driveway, placing of geotextile fabric, placing of 12-inch thick crushed concrete, replacement of the top soil, and the required additional mobilization of equipment. Any seeding required for this additional work will be paid through the contract. The cost for this additional work is a lump sum amount of \$30,900.00.
- 2) Work includes a contract extension totaling fourteen (14) days to both the substantial and final completions. The impact of this will adjust the substantial completion date from June 1, 2021 to June 15, 2021 and the final completion date from August 1, 2021 to August 15, 2021.

**Attachments:** Letter from Sellin Brothers, Inc. (SBI) with Cost Proposal

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 1,222,187.00	Original Contract Times: Substantial Completion: June 1, 2021 Ready for Final Payment: August 1, 2021 days or dates
[Increase] <del>[Decrease]</del> from previously approved Change Orders No. 1 to No. 1: \$ 27,105.76	<del>[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: Substantial Completion: Ready for Final Payment: days</del>
Contract Price prior to this Change Order: \$ 1,249,292.76	Contract Times prior to this Change Order: Substantial Completion: June 1, 2021 Ready for Final Payment: August 1, 2021 days or dates
[Increase] <del>[Decrease]</del> of this Change Order: \$ 30,900.00	[Increase] <del>[Decrease]</del> of this Change Order: Substantial Completion: June 15, 2021 Ready for Final Payment: August 15, 2021 days or dates
Contract Price incorporating this Change Order: \$ 1,280,192.76	Contract Times with all approved Change Orders: Substantial Completion: June 15, 2021 Ready for Final Payment: August 15, 2021 days or dates

RECOMMENDED:  
By: Chris J.  
Engineer (if required)  
Title: EIT  
Date: 03/25/2021

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Title \_\_\_\_\_

Date \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Title \_\_\_\_\_

Date \_\_\_\_\_

1204 Hobart Street • PO Box 159  
 Hawley, MN 56549  
 Phone: (218) 483-3522  
 Fax: (218) 483-4678  
 Equal Opportunity Employer

# PROPOSAL

## *Sellin*

### BROTHERS, INC.

Description	Quantity	Units	Unit Price	Total Price
<b>Gensler's Driveway Addition</b>				
Edge of Driveway Excavation	67.00	CY	\$28.00	\$1,876.00
Topsoil Strip	144.00	CY	\$5.25	\$756.00
Clay Import- Onsite	1,013.00	CY	\$14.00	\$14,182.00
Geotextile Fabric	500.00	SY	\$3.00	\$1,500.00
Crushed Concrete 12" Thick	238.00	Ton	\$36.00	\$8,568.00
Topsoil Placement	144.00	CY	\$7.00	\$1,008.00
Mobilization	1.00	LS	\$3,010.00	\$3,010.00
<b>Total</b>				<b>\$30,900.00</b>
<b>McMahon Estates- Crushed Concrete</b>				
Place Crushed Concrete - 6" Thick	1,685.00	SY	\$10.00	<b>\$16,850.00</b>

#### Proposal Clarifications

-Seeding paid through the contract

Respectfully Submitted-

Brandon Sellin  
 Project Manager  
 Sellin Brothers, Inc.

Crushed Concrete  
 6-inch Thick  
 Proposal is omitted  
 from this Change  
 Order

(38)

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. NN-19-A1 Type: Time Extension (Change Order #2)

Location: 64<sup>th</sup> Ave S, west of Cass Cty Drain 53 Date of Hearing: 3/29/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/5/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Rob Hasey</u>

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding a time extension (Change Order #2) requested by Key Contracting for the installation of decorative rings on the fence surrounding the lift station. Key Contracting previously requested a time extension to April 1, 2021 for the rings and they are still on back order.

Staff is recommending approval of the time extension (Change Order #2) adjusting the Substantial Completion Date from April 1, 2021 to June 30, 2021.

On a motion by Ben Dow, seconded by Bruce Grubb, the Committee voted to recommend approval of the time extension (Change Order #2) as described above to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve the time extension (Change Order #2) to the Substantial Completion Date to Key Contracting.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: N/A

Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

Letter of Credit required (per policy approved 5-28-13)

COMMITTEE

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator


Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson



## Memorandum

**To:** Members of PWPEC  
**From:** Rob Hasey, Project Manager  
**Date:** March 24, 2021  
**Re:** Improvement District No. NN-19-A1 – Time Extension Request (CO #2)

---

**Background:**

Improvement District No. NN-19-A1 is for the installation of a new storm sewer lift station in the Selkirk Addition south of 64<sup>th</sup> Avenue South and west of Cass County Drain 53.

Key Contracting previously requested a time extension to April 1<sup>st</sup>, 2021 to install decorative rings on the fence that encircles the storm sewer lift station. The rings were on backorder in February and the Contractor has not received the materials from their supplier. The Contractor is asking that the installation of the decorative rings be moved to the final completion date of June 30, 2021. The time extension request from the Contractor is included with this memorandum. I support this time extension request.

**Recommended Motion:**

Approve the time extension and add 90 calendar days for the installation of the decorative rings:

Original Completion Date	Previously Revised	Revised This Memo
Substantial – March 1, 2021	April 1, 2021	June 30, 2021

Attachments

## **KEY CONTRACTING, INC.**

245 7<sup>th</sup> Avenue NE  
West Fargo, North Dakota 58078  
Phone: (701) 238-8192  
Fax: (701) 356-0166  
Internet: [keycontracting.com](http://keycontracting.com)



March 23, 2021

Rob Hasey  
City of Fargo  
225 4<sup>th</sup> Street N  
Fargo, ND 58102

Sent by Email Only  
[RHasey@FargoND.gov](mailto:RHasey@FargoND.gov)

**RE: Storm Water Lift Station, Detention Pond and Incidentals  
Improvement District NN-19-A1**

Dear Mr. Hasey:

We have been informed that the decorative metal rings for the lift station fence continue to experience supplier delays. We were previously informed that the rings would ship in March 2021, now that date has moved to late May, 2021. Please move the decorative metal ring item the final completion date due to supplier delays.

Please note the fence is complete except for the decorative metal rings. Thanks.

Sincerely,  
**KEY CONTRACTING, INC.**

A handwritten signature in black ink, appearing to read "Tom Martin", with a stylized flourish at the end.

Thomas P. Martin, President

Improvement District No	NN-19-A1	Change Order No	2
Project Name	Storm Sewer Lift Station, Retention Pond and Incidentals		
Date Entered	3/24/2021	For	Key Contracting Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** Time extension to June 30, 2021

Time extension for backordered decorative features on the storm sewer lift station fence.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
<b>Summary</b>										
<b>Source Of Funding</b>										
<b>Net Amount Change Order # 2 (\$)</b>										
<b>Previous Change Orders (\$)</b>										
<b>Original Contract Amount (\$)</b>										
<b>Total Contract Amount (\$)</b>										
									0.00	
									1,232,525.60	
									1,232,525.60	

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

**CONTRACT TIME**

Current Substantial Completion Date	04/01/2021	Current Final Completion Date		Additional Days Substantial Completion	90.00	Additional Days Final Completion	0.00	New Substantial Completion Date	06/30/2021	New Final Completion Date	
-------------------------------------	------------	-------------------------------	--	--	-------	----------------------------------	------	---------------------------------	------------	---------------------------	--

**DESCRIPTION**

**APPROVED**

**APPROVED DATE**

For Contractor *Thomas P. Martin*

Title President

Department Head *[Signature]* 3/31/21  
Mayor



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Attest

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(39)

Improvement District No. BN-21-J1

Type: Infrastructure Request

Location: 69<sup>th</sup> Avenue South  
(Golden Valley Fifth Addition)

Date of Hearing: 3/29/2021

<u>Routing</u>	<u>Date</u>
City Commission	4/5/2021
PWPEC File	X
Project File	Will Bayuk

The Committee reviewed a communication from Project Engineer, Will Bayuk, regarding an Infrastructure Request for 69<sup>th</sup> Avenue South, Golden Valley Fifth Addition, requested by Jon Youness – Eagle Ridge, Developer.

Engineering staff has reviewed the requirements for infrastructure requests and the Developer has met four of the seven requirements. The three remaining items are as follows:

- Plat Recordation
- Execution of the Special Assessment Security Agreement
- Letter of Credit

Staff is recommending approval of the Infrastructure Request contingent upon plat recordation, execution of the Special Assessment Security Agreement and Letter of Credit.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Infrastructure Request contingent upon plat recordation, execution of the Special Assessment Security Agreement and Letter of Credit and direct Engineering to design.

RECOMMENDED MOTION

Approve the Request for Infrastructure contingent upon plat recordation, execution of the Special Assessment Agreement and Letter of Credit and direct Engineering to start design.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Yes	No
N/A	
N/A	
N/A	

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Steve Dirksen, Fire Chief  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Brenda Derrig, City Engineer  
 Kent Costin, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Will Bayuk, Project Engineer  
**Date:** March 29, 2021  
**Re:** Utility and Paving Infrastructure Request for 69<sup>th</sup> Avenue South – Golden Valley Fifth Addition (BN-21-J1)

---

### **Background:**

Attached you will find a request from Jon Youness - Eagle Ridge, Developer, requesting infrastructure for Golden Valley Fifth Addition as shown on the attached plat. The infrastructure consists of the following:

- 69<sup>th</sup> Avenue South from Golden Valley Parkway South to 26<sup>th</sup> Street South

This will complete the connectivity within the development. The plat has completed preliminary technical review and is awaiting response from the Developer.

We have reviewed the requirements for infrastructure requests and upon final approval of the plat, The Developer has met four of the seven requirements. The three remaining items are as follows:

- Plat Recordation,
- Execution of the Special Assessment Security Agreement, and
- Letter of Credit.

City staff will incorporate this infrastructure request into the Engineering Capital Improvement Plan. This project will be 100% Special Assessed to the benefiting properties.

### **Recommended Motion:**

Approve the request for infrastructure as requested contingent upon plat recordation, meeting the execution of the Special Assessment Security Agreement, and Letter of Credit and direct Engineering to start design.

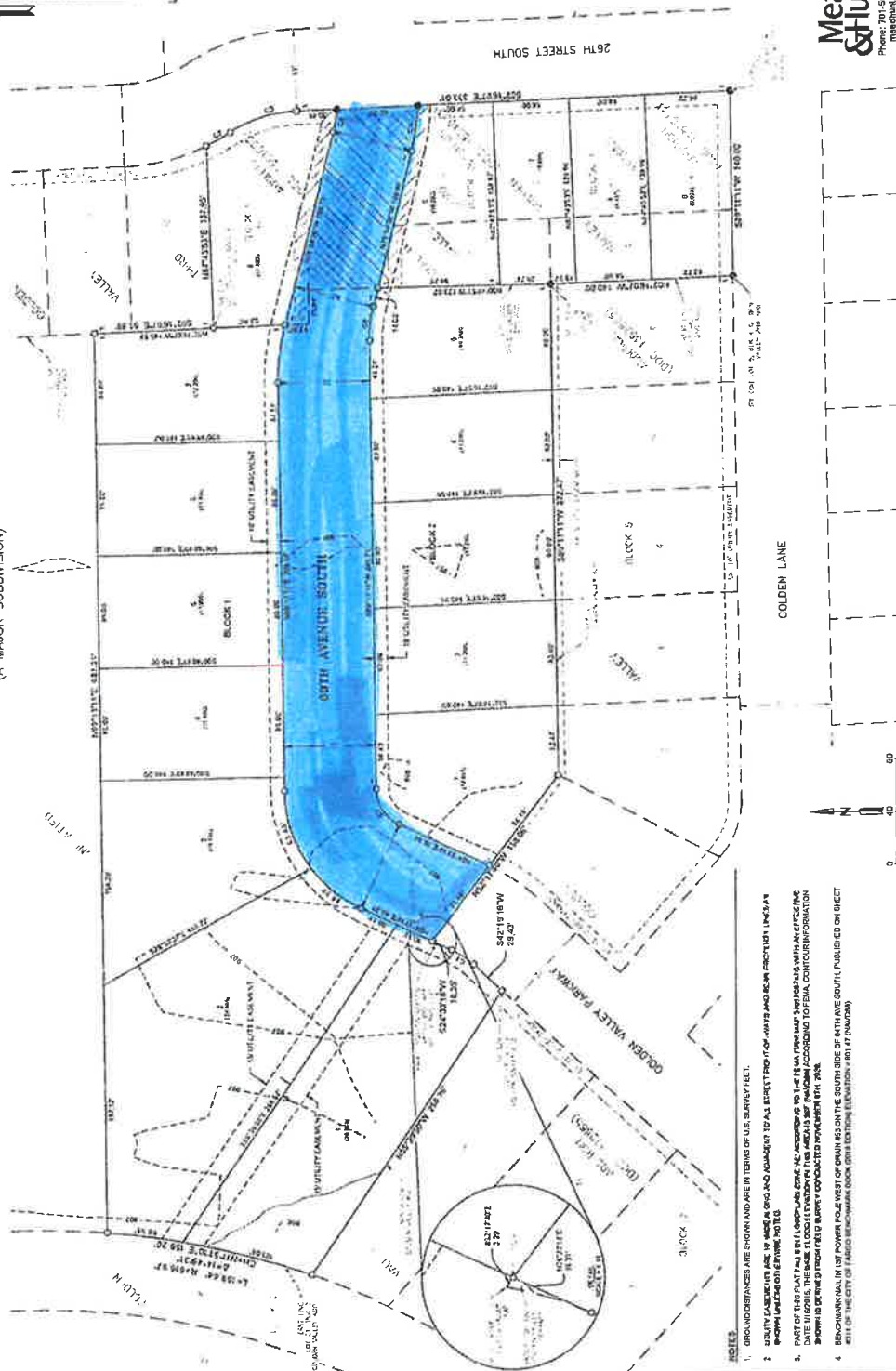
Attachment

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

AN UNPLATTED PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A REPLAT OF LOTS 2 THROUGH 5, BLOCK 4 OF GOLDEN VALLEY SECOND ADDITION AND A REPLAT OF A PORTION OF 69TH AVENUE SOUTH TOGETHER WITH LOTS 1 AND 2, BLOCK 2, AND LOT 11, BLOCK 1 ALL IN GOLDEN VALLEY THIRD ADDITION;

A VACATION AND DEDICATION OF A PORTION OF 69TH AVENUE SOUTH AND A VACATION OF A PORTION OF GOLDEN VALLEY PARKWAY IN GOLDEN VALLEY ADDITION

(A MAJOR SUBDIVISION)



- [illegible]

Curve #	Length	Peak	Dots	CHORD BEARING	CH-ROD LENGTH
C1	26.16	66.00	1743501	93.7°/1°FW	20.83
C2	31.84	147.00	7279137	50.8°/1°CW	39.87
C3	69.16	1020.00	3037161	517°/20.1°W	33.51
C4	18.84	106.00	639137	567°/44.6°E	18.15
C5	44.35	127.00	1233337	180°/18.3°W	41.27
C6	115.80	143.00	6433131	596°/13.5°W	108.92
C7	33.84	36.00	6437352	86°/29.9°W	32.68
C8	26.01	100.00	1834313	183°/21.9°W	25.84
C9	182.66	182.00	8731027	183°/21.9°W	34.51

Mead  
& Stuntz

Phone: 701-586-6450  
mashedlund.com

PROJECT NO.  
4650200-202297 01  
SHEET 2 OF 2



## REPORT OF ACTION

## CONSULTANT SELECTION COMMITTEE

40

Requesting: Consulting Engineering Services

Improvement District #: BN-20-A2

Location: N University Drive - 32nd Ave N to 40th Ave N

Date of Hearing: 3/12/2021

Requested Services: Construction Administration Services for the Street Construction Project

RoutingDate

City Commission

4/5/2021

Consultant File

Project File

Petitioners

Selection Committee

X

Proposals were received from the following Consultants for this project:

Apex Engineering Group  
SRF Consulting Group, Inc.

The Selection Committee evaluated proposals and completed interviews based on the criteria outlined within the RFP:

<u>Selection Criteria</u>	<u>Points</u>
Project understanding, issues & approach	30
Ability of Professional Personnel	10
Willingness to meet time and budget requirements	10
Related Experience with Similar Projects, specifically NDDOT projects	10
Recent, current, and projected workloads of the persons and/or firms	10
Recent and current work for the agency	10
Location	10
Past performance	10
	100

RECOMMENDED MOTION

Concur with Consultant Selection and recommend contract award for consulting services to Apex Engineering Group, with the funding source to be Special Assessments and Federal Highway Administration Funds.

PROJECT FINANCING INFORMATION:

Following review of the proposals and interviews with the two firms, the Selection Committee ranked the firms for selection of the preferred consultant. The Committee then tabulated Committee member proposal rankings. Based on the tabulated ranking, the Committee selected Apex Engineering Group as the preferred consultant for the project. Upon approval of Apex Engineering Group, staff will begin contract negotiations and will return for contract approval.

COMMITTEE

Brenda Derrig, City Engineer  
Jeremy Gorden, Transportation Div. Engineer  
Jeremy Engquist, Project Manager  
Bob Walton, NDDOT Fargo District Engineer

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

  
Jeremy M. Gorden, PE, PTOE  
Transportation Division Engineer

Attachments



**Selection Committee Evaluation and Final Ranking**

Project No. SU-8-984(165, PCN 22292

Improvement District No. BN-20-A2

Location: N University Drive - 32nd Ave N to 40th Ave N

Type: Construction Engineering

Evaluation Committee

Brenda Derrig  
Jeremy Gorden  
Jeremy Engquist  
Bob Walton

Consultant	Evaluator #1		Evaluator #2		Evaluator #3		Evaluator #4		TOTAL PTS	Overall Rank
	Total Pts	Rank	Total Pts	Rank	Total Pts	Rank	Total Pts	Rank		
Apex	92	1	99	1	92	1	97	1	380	1
SRF	79	2	90	2	77	2	81	2	327	2

Approval: \_\_\_\_\_  
Dr. Timothy J. Mahoney, Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Steve Sprague, Auditor

\_\_\_\_\_  
Date

February 26, 2021

Proposal to Perform

Construction Engineering, Survey, Material Testing and Inspection for

**Reconstruct University Dr N  
32<sup>nd</sup> Avenue N to 40<sup>th</sup> Avenue N  
City Improvement District No. BN-21-A2**



4733 Amber Valley Parkway South  
Fargo, ND 58104

**Levi Heller, PE**  
Project Manager  
Levi.Heller@ApexEngGroup.com

**Matt Kinsella, PE**  
Senior Project Engineer/Project Advisor  
Matt.Kinsella@ApexEngGroup.com

21.103.0029



February 26, 2021

Jeremy Gorden, PE, PTOE  
Transportation Division Engineer  
City of Fargo Auditor's Office  
225 4th St N  
Fargo, ND 58102

**RE: RFP for Construction Engineering, Survey, Materials Testing and Inspection  
Reconstruct University Dr N - 32nd Ave N to 40th Ave N**

Dear Mr. Gorden:

Apex Engineering Group appreciates the opportunity to submit our proposal, qualifications and project interest for providing construction engineering and inspection services for the University Dr N project. Our proposal highlights our staff experience, availability and understanding of the proposed project.

Apex is proud to have been one of the City's preferred consultants for construction engineering over the last several years with successful projects including 13th Ave S, 32nd Ave S, and Main Ave. We are excited to combine our construction engineering reputation with our project background and inherent knowledge of University Dr N, having been the City's consultant on this project during the environmental clearance and final design phases. We believe this combination makes us the right team for University Dr N construction engineering.

**Levi Heller, PE** will be the designated Project Manager with **Matt Kinsella, PE** providing senior level oversight and continuity from the project design phase. Levi has managed and inspected several major construction projects including 31st Ave SE and 37th Ave SW in Minot, and US 52 from Harvey to Fessenden. Levi is known for his construction expertise and is Apex's most experienced specialist in the NDDOT Construction Automated Records System (CARS). **James Mickelson, PE** will provide Quality Assurance and design support. James was our lead designer and modeler during preliminary and final design. Levi will be assisted in the field by staff from our Fargo Office which includes Dalton Dryburgh and Aaron Haugo. Additional staff is available as workload requires.

Thank you for your confidence and trust in selecting Apex in the past. We look forward to discussing this project in more detail during the interview process. Please call me at 701-373-7987 if you have any questions regarding our proposal.

Sincerely,

**Apex Engineering Group, Inc.**

Matthew T. Kinsella, PE  
Vice President  
Matt.Kinsella@ApexEngGroup.com



## Table of Contents

- Appendix A Staffing Plan
- Appendix B QC/QA Plan
- Appendix C Subconsultant Form
- Appendix D Similar Project Experience

## Past Performance

The City of Fargo has witnessed first-hand the dedication and skills of our transportation staff. Apex Engineering Group has completed numerous roadway projects for the City of Fargo, including environmental, final design and construction phases. **Many of the City's most complex and visible projects in the last few years (13th Ave S, 32nd Ave S, and Main Avenue) have been constructed under the watch of Apex inspectors and project managers.** Our success comes from having talented people, dedicated to their clients, who take ownership in their work.

## Ability of Professional Personnel

Apex is known for our construction engineering services. We are proud to have earned this trust and respect from our clients by providing services in their best interest with a firm but fair approach. By building strong relationships, adhering to the design, and monitoring and driving schedules, we have successfully overseen many construction engineering projects. **Our philosophy is to provide experienced field project managers with senior-level oversight and quality control.**

The key staff we have chosen to work on this project will remain on the project in their respective roles until their assigned tasks have been completed. Staffing plans and resumes are included in Appendix A.



### PROJECT MANAGER

**Levi Heller, PE**

701.373.7980 (o) 701.373.7997 (d) 701.361.0611(c)  
Levi.Heller@ApexEngGroup.com

### The project manager for this construction

**engineering project will be Levi Heller, PE.** Levi will be onsite daily during the contractor's core working hours and will oversee all field inspection. With over 10 years of transportation engineering

experience on both urban and rural roadways, his reputation for leading projects is well documented and respected. He is currently serving in his 21st year in the ND Air National Guard which has given him additional skills in leadership and management that augments his role of project manager. **Levi is known for his construction expertise and is Apex's most experienced specialist in the NDDOT Construction Automated Records System (CARS).** Last summer, he was the Project Manager for a very similar urban reconstruction project in Minot, 31st Ave SE, where a rural roadway was converted to an urban section that included the first roundabout in the city. Levi will be responsible for overall project coordination and communication between the City, NDDOT, Contractor, and all stakeholders.

Strong project management is the key to success. Technical leadership, communication and oversight capabilities are important, but so is the ability to drive contractors to meet milestones, provide consistent communication with all parties, and maintain project records. **It is our Project Manager's role ~ not the client's ~ to drive the project and ensure all parameters and specifications are met.** It is also our Project Manager's responsibility to make sure all required federal aid construction documentation is completed properly and within the required time constraints. At Apex, the title of Project Manager is earned, and we take that role seriously.



### SENIOR PROJECT ENGINEER/ PROJECT ADVISOR

**Matt Kinsella, PE will be the Senior Project**

**Engineer/Project Advisor** responsible for daily interaction with Levi and field staff, weekly site visits and overall team performance on this project. Matt was the Project Manager for the environmental clearance and final design phases of this University



Dr N project for the City which spanned the last 2½ years. He is very familiar with this corridor and its key issues and coordination elements. He has been a consistent face of the project for key stakeholders such as FAA, the Fargo Airport Authority, Riverwood Neighborhood, Riviera Heights, SE Cass Water Resource District, and ND Air National Guard. Matt will provide important project background and continuity with the earlier project development phases.

SUBCONSULTANTS

Terracon has committed to our team to complete the materials testing. Our project manager will ensure that the deliverables by Terracon are what the City of Fargo expects from Apex-led projects and fulfill NDDOT requirements.

Willingness to Meet Time and Budget

The contractor is required to utilize the Critical Path Method schedule on this project. Together, we will refine the timelines and agree on the identified critical activity expectations to meet the timeline. Apex project managers will keep the agreed upon activities in mind at all times and provide updates directly to the assigned City of Fargo staff. An important part of the schedule is contractor submittals. The Engineer will work directly with the contractor to ensure that all required submittals are received per NDDOT and FHWA requirements. **Keeping the project on schedule is the key to the economic outcome, as late projects can cost taxpayers more money and cause continued inconvenience to the traveling public.**

Location

This project will be staffed by employees from our Fargo office.

Recent, Current and Projected Workload

We currently have no projected workload for construction engineering in 2021 for the staff proposed for this project and have the capacity to dedicate them to this project. We work diligently to balance our workload and staff. **Our key project staff will be available for the 2021 construction season and will oversee this project from start to finish.**

The relationships that Apex has built with contractors, utility companies, agencies and project partners will provide an overall project experience that breeds success. Apex has a proven history of delivering on high-profile urban reconstruction projects and providing quality that you can count on. The following table illustrates our availability for the duration of the project:

Key Staff	APRIL – NOVEMBER 2021	
	Availability	Commitment Needed
Levi Heller	95%	95%
Matt Kinsella	50%	20%
Dalton Dryburgh	95%	90%
Aaron Haugo	100%	80%
James Mickelson	40%	20%
Dain Erickson	70%	50%
Alex Klug	70%	50%

Related Experience on Similar Projects

Related experience proves that firms have the technical capabilities and hands-on expertise to complete this project. The following accomplishments highlight similar project expertise; see full descriptions in Appendix D.

- Main Ave Reconstruction – Fargo
- 31st Ave SE Reconstruction – Minot
- 13th Ave S Reconstruction – Fargo
- 37th Ave SW Reconstruction – Minot
- 32nd Ave S Reconstruction – Fargo
- University Dr N Environmental/Final Design – Fargo

Recent and Current Work for the City

Our recent/current project work with the City of Fargo includes:

- Main Ave Reconstruction – **Completed Fall 2020**
- 32nd Ave S Preliminary Design/Environmental – **Ongoing – Final Plans due November 2021**
- University Dr N Final Design – **Completed February 2021**

## Project Understanding, Issues and Approach

### PROJECT BACKGROUND AND CONTINUITY

Apex has been involved with this project as the City's consultant since the environmental clearance phase began in October 2018 until final plans were completed in February 2021 – a period of almost 2½ years.

- **Matt Kinsella, PE** has been the Project Manager from Day 1 and also led the agency coordination and public involvement efforts.
- **Levi Heller, PE** was a key part of our final design team and responsible for design of the concrete jointing plan, work zone traffic control and phasing plan, signing, and pavement marking.
- **James Mickelson, PE** was the lead designer and modeler during preliminary and final design and been along for the ride since Day 1 on this project.

**No other engineering firm can match the day-to-day project background knowledge, consistency, and continuity that Matt, Levi, and James will bring to the construction engineering phase of University Dr N.** Some of the areas where our project background and continuity will provide benefits include:

#### Stakeholder Coordination

Matt has been the face of this project's coordination efforts with agencies and public stakeholders, including:

- FAA
- Fargo Municipal Airport Authority
- Riverwood Neighborhood Association
- Riviera Heights Mobile Home Park
- SE Cass Water Resource District
- ND Air National Guard



Over the last 2 years, Apex and the City have built relationships and trust with these stakeholders. **With Matt continuing in the Project Oversight role, we can draw on these relationships during construction and be aware of any details of prior discussions with these parties that could be important to know as issues come up in the field.**

#### Design Issues During Construction

As with any project, the journey from preliminary concepts to final plans was filled with hundreds of small decisions along the way. As mentioned above, our key staff on this proposal know firsthand the discussions and reasons behind these design decisions. **As questions and issues come up in the field, we will be in a position to make the best decision for the City and the project, based on the entire history of project development and not just what is being observed that particular day in the field.**

#### CONTRACT ADMINISTRATION

##### NDDOT Construction Automated Records System (CARS)

With this project having federal funds associated with it, there are additional requirements that will need to be completed. With CARS being the central repository for project documentation, having knowledgeable and proficient staff in its operation is critical. **Last year Levi managed an urban reconstruction project on 31st Ave SE in Minot with similar scope and requirements. We will continue to apply these skills on the University Dr N project to ensure that documentation meets or exceeds NDDOT and FHWA requirements.**

#### Equipment

**Each construction project that Apex manages is supplied with a global position system survey instrument (GPS) and field staff that are skilled in its use.** This helps to reduce the burden on the survey crew for simpler tasks which also helps to reduce the cost and hours when having them on site. The GPS is used to verify field locations of items, collect as-built information, verify subgrade elevations, along with various other needs.

**All Apex Inspectors have handheld tablets with internet connection which benefits the project in multiple ways. Not only do they have all the project plans, proposal and other documentation, but they also**

have access to CARS. This allows project staff to stay up-to-date on quantities, diaries, pay estimates, along with other requirements for review by NDDOT and FHWA.

### Training

Apex takes pride in training their employees to be successful in the field. **Staff have completed the required NDDOT training as well as training from other agencies including:**

- Signal and Lighting Certification – MNDOT
- ADA Design and Construction – MNDOT
- Erosion and Sediment Control – NDDOT
- Traffic Control Supervisor – ATSSA
- 10 Hour Safety Course – OSHA

**Field staff also complete yearly Civil Rights training through NDDOT** which reinforces the importance that this area plays throughout the project life which includes, on-site interviews, Davis-Bacon wage certifications, on-site EEO compliance, and the required miscellaneous documentation. Lastly, **Apex field inspectors are ACI concrete testing certified** and retain the required equipment should the need arise. This allows the flexibility to conduct testing and reduce the materials testing budget.

## **CONSTRUCTION INSPECTION**

### Detour/Traffic Control

The original plan during Phase 2 construction was to utilize the North Broadway bridge crossing the Red River as part of the planned traffic detour. **With the recent indefinite closure of the North Broadway bridge, traffic will likely have to be detoured to 10th St N which is the only other viable detour route. Apex recognizes that this possible detour change will require additional communication and traffic control measures to ensure the additional traffic on 10th St N does not become an excessive burden to the residents living along it.**

### 32nd Ave N Intersection

This intersection is essential to the public for their day-to-day commutes. This is also the only access to three cemeteries that are located to the west of



University Dr N. In addition, this intersection is the only access to the primary gate on 32nd Ave N for the North Dakota Air National Guard, which is operational twenty-four hours a day, seven days a week. **Apex understands the importance of access to this intersection and will take additional care working with the contractor to ensure that effective flow is maintained throughout the project.**

### Wastewater Treatment Plant

The Wastewater Treatment Plant (WWTP), located east of the project on Broadway, is undergoing a multi-year construction project. Construction of University Dr N can affect deliveries to the site and cause impacts to construction traffic. Additionally, the project at the plant will require the closure of Broadway for the installation of utilities. **Since the University Dr N project is utilizing Broadway as a detour route, added coordination will be required between the two projects to ensure that a practical detour route is always in place.** Apex is also managing the WWTP project for the City, which will help streamline the coordination effort.





**Airport Coordination** With the project adjacent to Hector International Airport, in order to meet Federal Aviation Administration (FAA) and contractual requirements additional steps must be taken that aren't usually associated with urban road projects. **Certain requirements necessitate lighting and marking of permanent structures along with height restrictions and flagging of construction equipment on the project.** There are also time-sensitive reporting that needs to be completed by the contractor when markings become operational. **Apex submitted all the preliminary documentation to FAA during the design phase and prepared the special provision in the project plans that outlines those requirements, so we have a comprehensive understanding of these procedures.**

#### **Utility Coordination**

Apex will use our relationships with local utility companies to help facilitate relocations on this project. At the Utility Coordination Meeting prior to construction, we will sort through the impacts with the contractor and utility companies. That coordination effort will continue throughout the duration of the project. We will invite utility companies



40th Ave N Intersection

to the Weekly Planning/Reporting Meetings. Effective utility conflict management is essential to prevent time delays and possible claim by the contractor.



Concrete Slip Form Paving 2020 | 31st Ave SE, Minot, ND

#### **Surveying and Construction Staking**

Apex plans to utilize the 32 years of experience and vast survey knowledge of Dain Erickson, PLS as the Survey Crew Chief on the project. Dain has worked on several recent projects in Fargo setting control, construction staking, and tracking earthwork quantities. He was our lead surveyor on Phase 1 and Phase 2 of the Main Avenue Reconstruction in the City of Fargo, as well as numerous NDDOT projects throughout the state. **Dain's experience and knowledge on projects following NDDOT and City of Fargo standards and specifications make him the right candidate to lead the surveying and construction staking efforts.**





Appendix A – Staffing Plan



Reconstruct University Dr N, 32<sup>nd</sup> Ave N to 40<sup>th</sup> Ave N, A-1

# Staffing Plan



Sr. Project Engineer /Project Advisor  
**Matt Kinsella, PE**

Project Manager  
**Levi Heller, PE**

Design Support and Quality Assurance  
**James Mickelson, PE**

## Construction Inspection

- Dalton Dryburgh, EI
- Aaron Haugo, Technician
- Nick Gubbels, EI

## Construction Staking

- Dain Erickson, PLS
- Alex Klug, Technician

## Materials Testing

- Terracon



**LEVI HELLER, PE**  
BS Civil Engineering  
North Dakota State University



**MATT KINSELLA, PE**  
BS Civil Engineering  
North Dakota State University



### ROLE

- ✓ **Project Manager**
- ✓ **Quality Control**

Levi has extensive planning, design, and construction experience. He has 10 years of engineering experience providing services to municipalities, counties, and the NDDOT. His construction management experience crosses many project profiles and types allowing him to effectively communicate with the contractor. This reduces the need for conflict resolution, prevents issue, and effectively steers the project to a successful completion.

### RELEVANT PROJECT EXPERIENCE

- 3<sup>rd</sup> St Ave SE - Bdwy (US83) to 13th St SE - Minot, ND
- Main Ave - Univ Dr to 2nd St - Fargo, ND
- 13th Ave S - 38th St to 12th St - Fargo and West Fargo, ND
- 37th Ave SW - 16th St to 30th St - Minot, ND
- University Dr N - 32nd Ave N to 40th Ave N - Fargo, ND

### CERTIFICATION / EDUCATION

- NDDCT - Construction Project Mgt
- NDDCT - Erosion and Sediment Control
- NDDOT - ADA Construction
- ACI - Concrete Field Testing Technician
- ATSSA - Traffic Control Supervisor
- Jmmanned Aircraft - General (UAG)

### ROLE

- ✓ **Sr. Project Engineer/Project Advisor**
- ✓ **Quality Assurance**

Matt is a Vice President and Senior Engineer at Apex Engineering Group in Fargo. He has over 24 years of transportation planning and design experience on a variety of projects ranging from urban streets to rural highways and freeway interchanges. He has authored PCRs and prepared final plans using NDDOT standards on numerous projects, and is experienced in managing projects with demanding timelines and high levels of agency and utility coordination.

### RELEVANT PROJECT EXPERIENCE

- 13th Ave S - 38th St to 12th St - Fargo and West Fargo, ND
- 32nd Ave S - 42nd St to 32nd St - Fargo, ND
- University Dr N - 32nd Ave N to 40th Ave N - Fargo, ND
- Burdick Expressway, Minot, ND

### CERTIFICATION / EDUCATION

- ATSSA - Traffic Control Technician
- NEPA
- USACE Engineers Regulatory Workshop





### DALTON DRYBURGH, EI

BS Civil Engineering  
North Dakota State University

#### ROLE

#### ✓ Construction Inspection

Dalton is a graduate engineer with Apex Engineering. He began as an intern in 2016 and was hired full-time in 2018. Dalton has assisted with survey and performed construction inspection on projects including sanitary sewer, storm sewer, watermain, and street reconstruction. Prior to joining Apex, he worked for the City of Brainerd, MN for two summers.

#### RELEVANT PROJECT EXPERIENCE

- Main Ave – Univ Dr to 2nd St – Fargo, ND
- 13th Ave S – 38th St to 12th St – Fargo and West Fargo, ND
- 32nd Ave S – 42nd St to 32nd St – Fargo, ND
- University Dr N – 32nd Ave N to 40th Ave N – Fargo, ND
- US Hwy 52, W Edge of Harvey SE to Fessenden
- ND 3, Hurdfield to Harvey

#### CERTIFICATION / EDUCATION

- MNDOT - Signal and Lighting
- NDDOT - Erosion and Sediment Control
- MNDOT - ADA Construction
- ACI - Concrete Field Testing Technician
- ATSSA - Traffic Control Supervisor



### AARON HAUGO

AAS Civil Engineering Technology  
MN State Community and Tech College

#### ROLE

#### ✓ Construction Inspection

Aaron is a civil engineering technician with Apex Engineering Group. He has 5 years of experience with rural and urban construction inspection projects and design projects. Prior to joining Apex he worked for Haugo Geotechnical in Minneapolis testing concrete across the Metro.

#### RELEVANT PROJECT EXPERIENCE

- Main Ave – Univ Dr to 2nd St – Fargo, ND
- 31st Ave SE – Bdwy (US83) to 13th St SE – Minot, ND
- 13th Ave S – 38th St to 12th St – Fargo and West Fargo, ND
- 37th Ave SW – 16th St to 30th St – Minot, ND
- University Dr N – 32nd Ave N to 40th Ave N – Fargo, ND

#### CERTIFICATION / EDUCATION

- NDDOT - Erosion and Sediment Control
- NDDOT - External Civil Rights Training
- ATSSA - Traffic Control Supervisor
- ACI - Concrete Field Testing Technician
- Unmanned Aircraft - General (UAG)



### JAMES MICKELSON, PE

BS Civil Engineering  
North Dakota State University

#### ROLE

#### ✓ Design Support and Quality Assurance

James has worked on multiple projects for the NDDOT, municipalities, and counties following NDDOT specifications. James has 9 years of experience in transportation engineering.

#### RELEVANT PROJECT EXPERIENCE

- Main Ave – Univ Dr to 2nd St – Fargo, ND
- 13th Ave S – 38th St to 12th St – Fargo and West Fargo, ND
- 32nd Ave S – 42nd St to 32nd St – Fargo, ND
- University Dr N – 32nd Ave N to 40th Ave N – Fargo, ND

#### CERTIFICATION / EDUCATION

- ACI - Concrete Field Testing Technician
- MNDOT - ADA Construction
- LCP Tracker Labor Compliance
- ATSSA - Traffic Control Supervisor





**NICK GUBBELS, EI**  
BS Civil Engineering  
North Dakota State University

**ROLE**

✓ **Construction Inspection**

Nick has a bachelor's degree in civil engineering and is a graduate engineer with Apex Engineering Group. He interned with MnDOT where he gained both traffic engineering and survey work experience. Nick has provided construction oversight and understands our role as the owner's representative. He is skilled in GPS, AutoCAD, and Microstation.

**RELEVANT PROJECT EXPERIENCE**

- Main Ave – Univ Dr to 2nd St – Fargo, ND
- 13th Ave S – 38th St to 12th St – Fargo and West Fargo, ND
- 32nd Ave S – 42nd St to 32nd St – Fargo, ND
- 31st Ave SE – Bdwy to 13th St SE, Minot, ND
- University Dr N – 32nd Ave N to 40th Ave N – Fargo, ND
- US Hwy 52, W Edge of Harvey SE to Fessenden
- ND Hwy 18 Intersection Imp. 5 Mi N of Jct 11, Lidgerwood, ND

**CERTIFICATION / EDUCATION**

- ATSSA - Traffic Control Supervisor
- MNDOT - Storm Water Pollution Prevention Plan for Project Managers



**DAIN ERICKSON, PLS**  
AAS Civil Engineering  
Itasca Community College

**ROLE**

✓ **Construction Staking**

Dain is a Professional Land Surveyor with 32 years of experience providing a wide range of survey classifications such as construction, land development, control, topographic, boundary, cadastral for pipelines and power lines, ALTA/ASCM Land Title Surveys, and lot surveys. He is efficient with GPS, robotic total station, and conventional surveying equipment. Dain has coordinated and directed survey technicians and field crews to ensure technical, project, budgetary and timeline goals were met.

**RELEVANT PROJECT EXPERIENCE**

- Main Ave – Univ Dr to 2nd St – Fargo, ND
- 13th Ave S – 38th St to 12th St – Fargo and West Fargo, ND
- 37th Ave SW – 16th St to 30th St – Minot, ND
- 32nd Ave S – 42nd St to 32nd St – Fargo, ND
- University Dr N – 32nd Ave N to 40th Ave N – Fargo, ND



**ALEX KLUG**  
AAS Land Surveying/Civil Eng Tech  
North Dakota State College of Science

**ROLE**

✓ **Construction Staking**

Alex joined Apex three years ago after graduating with an AAS from North Dakota State College of Science's Land Surveying and Civil Engineering Program with a certification in Unmanned Aircraft Systems. Alex also has the FAA's sUAS Part 107 Certification (License No. 4194667). Alex is currently a Certified Survey Technician II and provides multiple field duties on the survey crews including Drone Pilot; Survey Crew member for design surveys, land boundaries, construction surveys, and scanning projects. While in the office he is the team's survey CADD technician.

**RELEVANT PROJECT EXPERIENCE**

- Main Ave – Univ Dr to 2nd St – Fargo, ND
- Willow St and West Ave – Street and Utility Reconstruction, Detroit Lakes, MN
- 12th Ave S Mill and Overlay, Moorhead, MN

**CERTIFICATION / EDUCATION**

- Unmanned Aircraft – General (UAG)





## Appendix B – QC/QA Plan



## QC/QA Plan

### CLIENT

- City of Fargo, ND

### PROJECT

- University Dr N – Reconstruction

### LOCATION

- University Dr N – 32nd Ave N to 40th Ave N

### QUALITY CONTROL (QC)

- Levi Heller, PE

### QUALITY ASSURANCE (QA)

- Matt Kinsella, PE
- James Mickelson, PE

### OVERVIEW

Apex Engineering Group's Quality Control/Quality Assurance (QC/QA) plan was generated to provide an effective method to organize work, access electronic files, confirm adherence to design criteria, verify engineering calculations and quantities, track project development, and review documents for completeness and accuracy.

Our intent of the QC/QA plan is to have an effective process to track the quality of work performed by our project personnel, verify common understanding of project communication, and maximize project efficiencies.

### QUALITY CONTROL (QC)

The Project Manager, Levi Heller, PE, will be responsible for ensuring project personnel are coordinating tasks in order to guarantee efficient workflow. The Project Manager will also provide daily oversight of the project team throughout the project. They will be on site every day and available as the City of Fargo's point of contact. The Project Manager will have direct oversight by a Senior Level Engineer, who will be on-site periodically to ensure field inspection operations and contractor coordination are meeting the expectations of the city.

### QUALITY ASSURANCE (QA)

The Quality Assurance manager assigned to this project will be Matt Kinsella, PE and James Mickelson, PE. Matt and James understand the contractual obligations of Apex's staff and the importance of making sure Quality Control efforts are being maintained on behalf of the city in the field. James will take an active part ensuring accurate and reliable information is relayed to the survey staff and help troubleshoot any issues that may arise during the project. Any concerns the city may have with the project team as a whole can be directly communicated to Matt.

### PROJECT FILE ORGANIZATION

Apex will utilize the CARS system and will create project files for the project that will become the central location for all important documents. This will include change orders, EEO compliance, field data, labor compliance interviews, pay reports, and other documents that are obtained or completed as a part of the project.

Project personnel will be responsible for maintaining all written and electronic records of correspondence. These records will be saved in a central project file. Project communication, including emails, meeting minutes (internal and external), and formal correspondence will be documented and uploaded to CARS. Apex will document and forward all correspondence, important discussion items, and communication records to all meeting attendees.

### FINAL RECORDS

Apex understands the importance of completing final records and submitting them to the City of Fargo promptly. Part of our plan to achieve this is to keep accurate and up to date records in the field in order to make this process as efficient as possible. Apex is committed to meeting or beating the final records submittal date that will be set forth in the contract. As always, Apex will submit the final records after the detailed QC/QA review to avoid unnecessary coordination by city staff.





## Appendix C – Sub-Consultants



**PROPOSED SUB-CONSULTANT REQUEST**

North Dakota Department of Transportation, Environmental & Transportation Services  
SFN 60232 (9-2016)

Sub-Consultant firms that have been contacted and agree to be listed on a Prime Consultants Project Proposal for work with NDDOT must submit original form and one copy to be attached to the Prime Consultants Proposal. This form is used for informational purposes only.

NDDOT Project Number SU-8-984/(165)		NDDOT Project Control Number 22292		Prime Consultant Company Name Apex Engineering Group, Inc.	
Company Name Terracon Consultants, Inc.		Owner			
Address 860 9th St NE		City West Fargo		State ND	
Company Telephone Number 701-282-9633		Fax Number		ZIP Code 58078	
		Email Address jon.ellingson@terracon.com			

**Type of Work to be Subcontracted**

<input type="checkbox"/> Appraisals	<input type="checkbox"/> Environmental	<input type="checkbox"/> Planning	<input type="checkbox"/> Structural Design
<input type="checkbox"/> Architecture	<input type="checkbox"/> Geotechnical	<input type="checkbox"/> Public Involvement	<input type="checkbox"/> Survey
<input type="checkbox"/> Bridge Inspection	<input checked="" type="checkbox"/> Materials Testing	<input type="checkbox"/> Roadway Design	<input type="checkbox"/> Traffic Operations
<input type="checkbox"/> Construction Engineering	<input type="checkbox"/> Partnering Facilitation	<input type="checkbox"/> Soil Contamination	<input type="checkbox"/> Wetlands Delineation
<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Photogrammetry	<input type="checkbox"/> Steel Fabrication	<input type="checkbox"/> Other

The undersigned declares that all statements listed above are true.

Firm Name Terracon Consultants, Inc.
Print Name Jon Ellingson
Title Office Manager

Signature 	Date 02/12/2021
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Is Firm Currently NDDOT Certified as a DBE?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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## Appendix D – Similar Project Experience

Reconstruct University Dr N, 32<sup>nd</sup> Ave N to 40<sup>th</sup> Ave N | D-1

## Main Avenue – University Drive to 2nd Street NDDOT and the City of Fargo, ND

### OVERVIEW

The City of Fargo and NDDOT jointly planned a project to reconstruct Main Avenue from University Drive to 2nd Street in the City of Fargo. The NDDOT contracted Apex Engineering Group and SRF Consulting Group to complete the preliminary engineering, environmental clearance, private utility coordination, final design, and construction inspection for the corridor. The City of Fargo contracted Apex separately to complete the final design and plan preparation, construction administration, and inspection for sanitary sewer and watermain replacement. The project was constructed in two phases in 2019 and 2020.

### PROJECT DETAILS

This portion of Main Avenue serves as the gateway to downtown Fargo and is designated as US Highway 10 and I-94 Business Loop resulting in project involvement from the local, state, and federal levels. The project included an extensive public and business engagement process and an economic impact assessment to help officials determine the future of the existing 5-lane roadway. The selected alternative was a hybrid option that reduced the 5-lane section to 3-lanes from west to east as the roadway approached downtown Fargo. This was the first such project in North Dakota to reduce the number of through lanes on a principal arterial along with replacing an existing traffic signal with a multi-lane roundabout. The reconfigured street section provides opportunities for an enhanced business environment, improves safety and convenience for pedestrians, and creates a safe and efficient transportation corridor that supports regional and

traffic needs. Main Avenue now includes more parking and wider sidewalks in areas of street front businesses while maintaining the additional lanes to the west to match the existing roadway section.

The project consisted of full replacement of the street section and underground utilities from right-of-way line to right-of-way line, traffic signal replacement, new street lighting, boring of watermain under BNSF Railroad, and a new multi-lane roundabout at 2nd Street. A Dynamic Message Sign system was installed to reduce congestion on Main Avenue by alerting drivers when a train is entering the downtown area and to direct them to the railroad underpass locations. A counterflow lane was also installed on University Drive to allow motorists to travel northbound (on the southbound roadway) between Main Avenue and 1st Avenue using the existing railroad underpass to provide another access to downtown Fargo.

The project included a pilot private utility coordination special provision that Apex helped NDDOT develop and facilitate in the field. Through diligent and constant communication efforts between Apex, the Contractor, and the private utility companies within the project corridor, there were no major delays due to utility conflicts and the pilot special provision was a success.

Through hard work and great coordination between the engineering staff and the construction companies involved, both phases of the project were delivered to the citizens of North Dakota ahead of schedule.

**PROJECT TYPE:** Urban Reconstruction  
**DATES:** 2016–2019 (Design)  
2019–2020 (Construction)  
**COST:** \$22.3 million

**Apex**  
Engineering Group

#### SERVICES PROVIDED

- City Utility Design
- Utility Coordination
- Public Involvement
- Stakeholder Coordination
- Construction Inspection and Administration





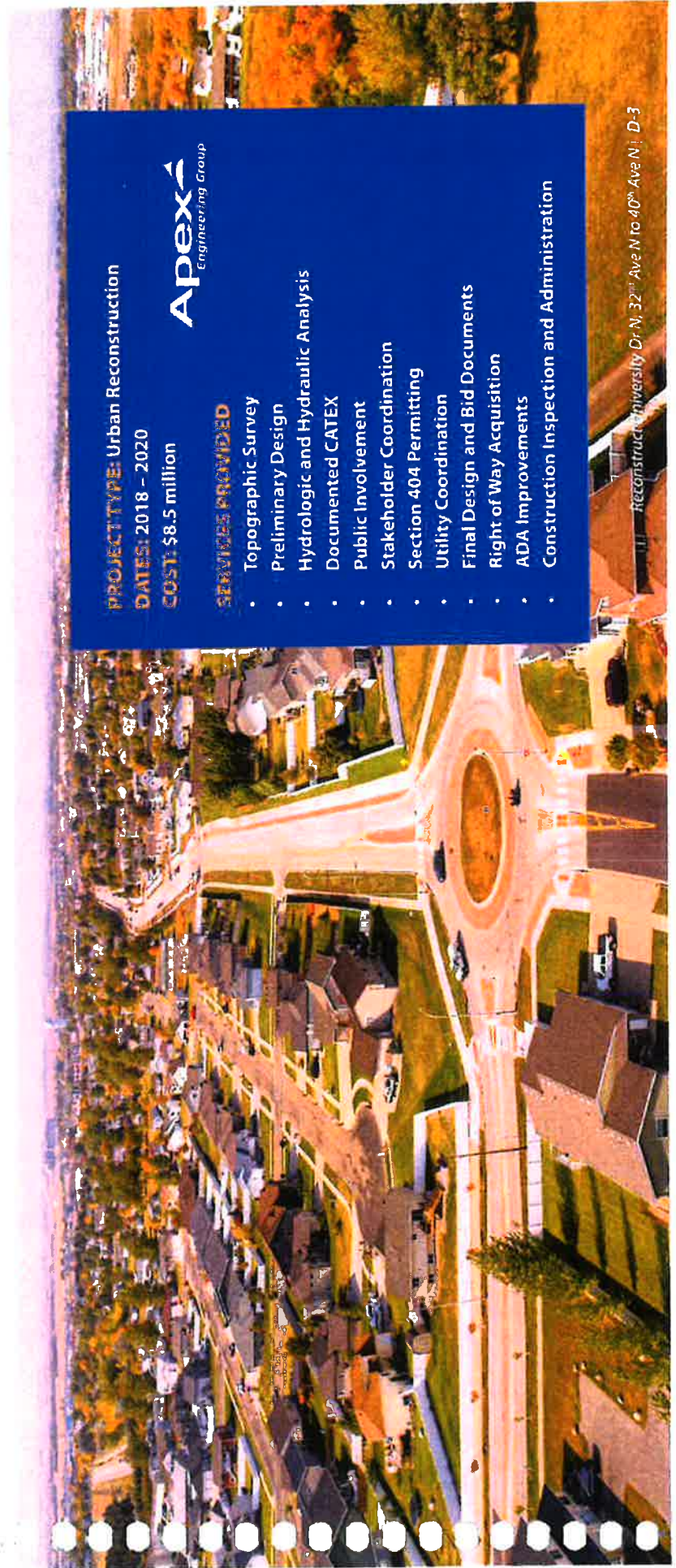
## 31<sup>st</sup> Avenue Southeast – Broadway (US 83) to 13<sup>th</sup> Street SE City of Minot, ND

### OVERVIEW

31<sup>st</sup> Avenue SE was a two-lane rural roadway with a shared use path on the south side. The intent of this project was to construct a three-lane urban concrete arterial and reconstruct the shared use path. This is a vital corridor that connects residential areas to US 83. The drainage facilities were a major component of the project. Construction began April 2020 and will be completed spring 2021. The project included the first roundabout in the City of Minot.

### PROJECT DETAILS

The preliminary phase included a detailed drainage analysis. Apex's water resources group studied the existing hydrology and developed alternatives to combine multiple existing outfalls into one outlet directly into Puppy Dog Coulee. The purpose of this project was to improve the 31<sup>st</sup> Avenue SE corridor, from Broadway (US 83) to 13<sup>th</sup> Street SE, which serves as an arterial roadway for the southeast part of Minot. The project addressed several issues including increasing roadway capacity, improving safety for the traveling public, enhancing access for non-motorized users, and correcting isolated drainage issues along the corridor.





# 13<sup>th</sup> Avenue South – 38<sup>th</sup> St S to 45<sup>th</sup> St S; 45<sup>th</sup> St S to 12<sup>th</sup> St E Cities of Fargo and West Fargo, ND

## OVERVIEW

13<sup>th</sup> Avenue South is a main east-west arterial roadway that provides access to many retail businesses in the communities of Fargo and West Fargo. This nearly two mile project was constructed over two phases with the first section in 2016 from 38<sup>th</sup> Street S to 45<sup>th</sup> Street S and the second in 2018 from 45<sup>th</sup> Street S to 12<sup>th</sup> Street E. The purpose of the projects was to replace aging infrastructure along 13<sup>th</sup> Avenue South, with goals of increasing traffic capacity, and improving pedestrian and vehicle safety. As the lead agency, the City of Fargo contracted Apex Engineering Group to complete preliminary design, final design, plan preparation, public involvement, and construction administration and inspection for both phases. For the second section the City of Fargo and West Fargo worked jointly to bring improvements to 13<sup>th</sup> Avenue South. With this section extending across corporate city boundaries, Apex had to work closely with each city to determine common standards to use on the project to ensure consistency. The projects included a comprehensive public involvement and business/landowner communication process. Public meetings and individual business/landowner meetings were held by Apex and partner Flint Group to ensure communication and receive feedback from affected stakeholders.

## PROJECT DETAILS

The project included widening the existing 4-lane roadway to 6-lanes through Fargo and 5-lanes through West Fargo. Concrete pavement was used to provide longevity and reliability. The widened urban street section resulted in reduced stormwater storage through a corridor that was already prone to flooding. The solution: Upsizing the storm sewer and installing an additional parallel line allowed the project to move forward without impacts to private property adjacent to the corridor. The projects also included sanitary sewer rehabilitation, storm sewer replacement and optimization, watermain replacement, new street lighting, and new traffic signals at six intersections. Widened sidewalks and multi-use paths were installed to provide a friendlier pedestrian environment with ADA compliant features. One of the biggest project challenges was replacing most of the concrete panels in the 45<sup>th</sup> Street intersection and reconstructing the entire 42<sup>nd</sup> Street intersection, while maintaining traffic flow. These are some of the busiest urban intersections in the state. To maintain traffic throughout the corridor, a detailed work zone traffic control plan was developed. Apex and Flint Group created all press releases and traffic flow maps distributed during the project to ensure clear and timely communication to the public and area businesses. Apex worked with private utility companies to relocate natural gas mains, underground electric lines, and fiber optic throughout the corridor.



**PROJECT TYPE:** Urban Reconstruction

**DATES:** 2013–2016 (38<sup>th</sup> St S to 45<sup>th</sup> St S)

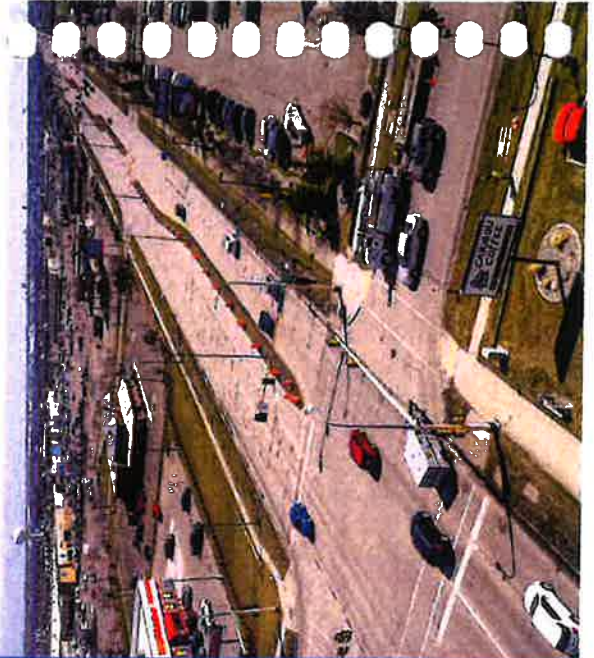
2017–2019 (45<sup>th</sup> St S to 12<sup>th</sup> St E)

**COST:** \$19.5 million

**Apex**  
Engineering Group

**SERVICES PROVIDED**

- Topographic Survey
- Preliminary Design
- Public Involvement
- Stakeholder Coordination
- Utility Coordination
- Final Design and Bid Documents
- ADA Improvements
- Right of Way Plats
- Construction Inspection and Administration





## 37<sup>th</sup> Avenue Southwest – 16<sup>th</sup> Street to 30<sup>th</sup> Street City of Minot, ND

### OVERVIEW

37<sup>th</sup> Avenue SW is a vital corridor that connects rural areas that are southwest of the city along Ward County Road 14, and allows the public direct access to Minot and the US 83/ Broadway corridor. This segment of roadway serves new businesses and residential development, including a new hospital. This reconstruction project utilized State surge funding to finance the project.

### PROJECT DETAILS

The design consisted of reconstructing 1-mile of existing rural, 2-lane highway with an urban 5-lane road section including a center shared left turn lane to accommodate future traffic and growth. A new 10-foot shared use path was provided on the south side of the roadway along with a new street lighting system. Intersection and signal improvements were added at the 16<sup>th</sup> Street S / 37<sup>th</sup> Avenue SW intersection to accommodate the existing 5-lane section to the south of 16<sup>th</sup> Street SW.

This project also included watermain and sanitary sewer extensions to undeveloped property on both sides of 37<sup>th</sup> Avenue SW. A new trunk storm sewer system was installed to serve the entire project corridor along with possible future expansion to the west of 30<sup>th</sup> St SW that discharges into Puppy Dog Coulee. Apex worked closely with the City of Minot and local businesses to provide reasonable traffic detours for the traveling public and maintain accesses for the local businesses and residents during construction. Construction was completed in 2016.

#### PROJECT TYPE: Urban Reconstruction

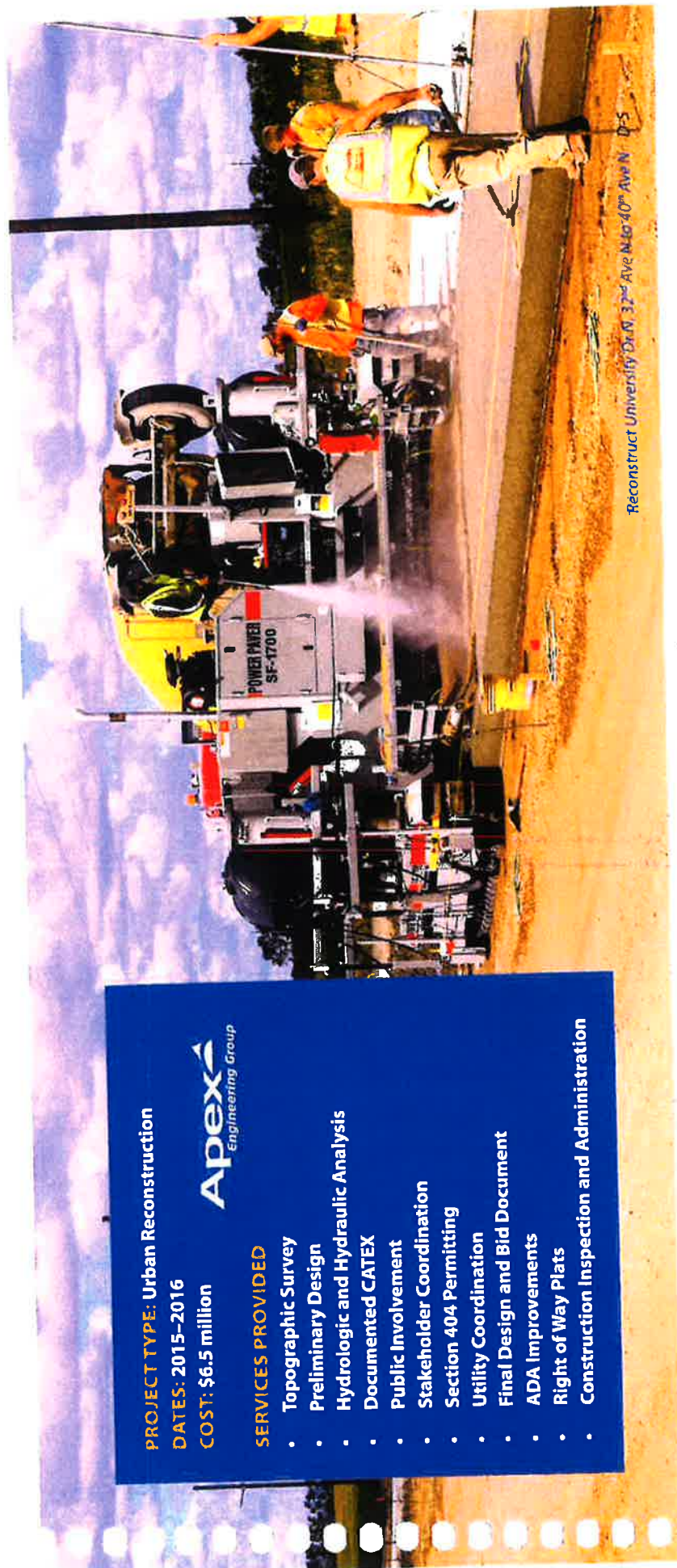
DATES: 2015–2016

COST: \$6.5 million



#### SERVICES PROVIDED

- Topographic Survey
- Preliminary Design
- Hydrologic and Hydraulic Analysis
- Documented CATX
- Public Involvement
- Stakeholder Coordination
- Section 404 Permitting
- Utility Coordination
- Final Design and Bid Document
- ADA Improvements
- Right of Way Plats
- Construction Inspection and Administration



Reconstruct University Dr N, 32<sup>nd</sup> Ave N to 40<sup>th</sup> Ave N D-S



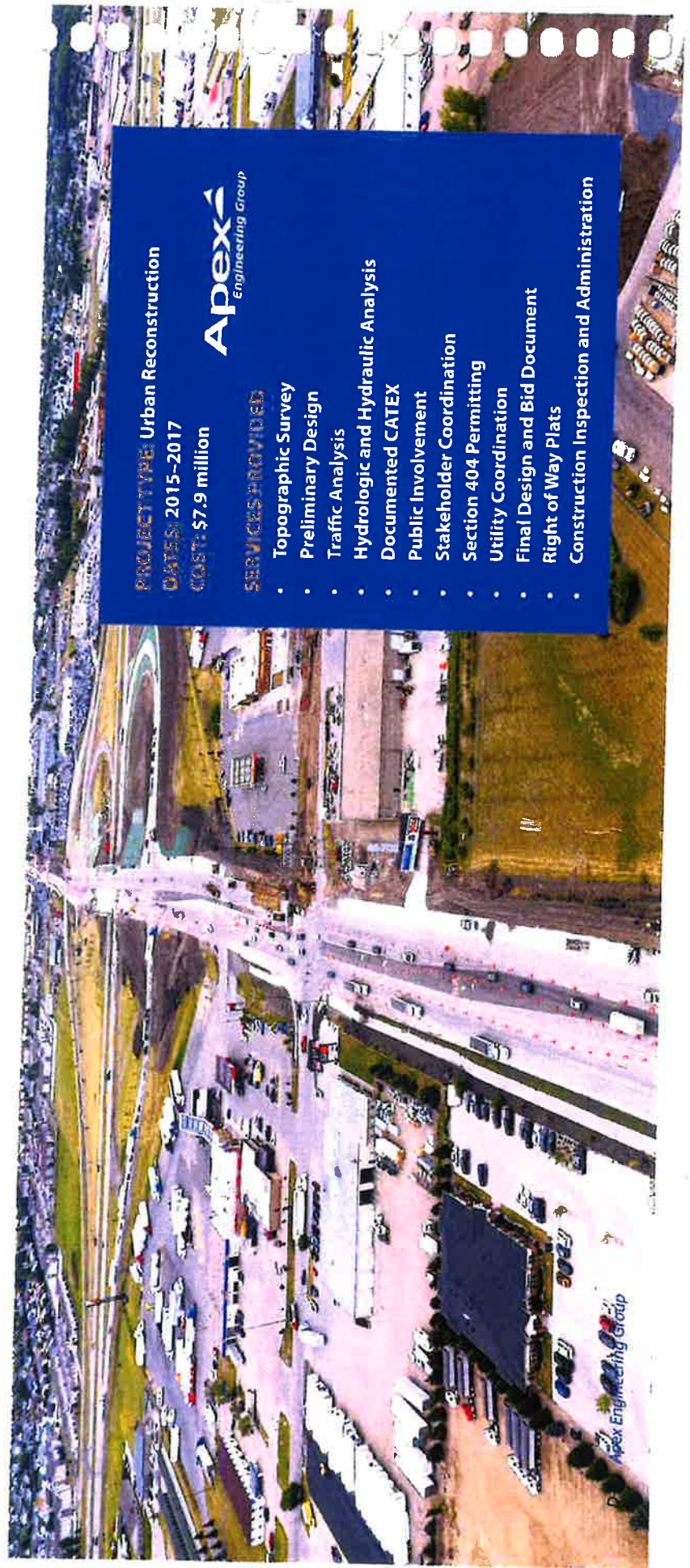
## 32<sup>nd</sup> Avenue South – 42<sup>nd</sup> Street to 32<sup>nd</sup> Street City of Fargo, ND

### OVERVIEW

The City of Fargo and the NDDOT jointly planned a project to improve 32<sup>nd</sup> Avenue South in Fargo between 42<sup>nd</sup> Street and 32<sup>nd</sup> Street. The purpose of the project was to replace the pavement east of 36<sup>th</sup> Street that had reached its design life, increase roadway capacity, address existing operational deficiencies, and improve safety within the project corridor by reducing crashes and by improving access for non-motorized users through the interchange area. The project consisted of both a city portion (west and east of the I-29 interchange), and a NDDOT portion (the I-29 interchange). The City of Fargo contracted Apex Engineering Group and KJJ to lead the preliminary design, environmental clearance, and public involvement process for the entire project (both city and NDDOT portions), as well as complete the final design, plan preparation, and construction administration and inspection for the city portion.

### PROJECT DETAILS

The project consisted of widening 32<sup>nd</sup> Avenue South to six lanes between 42<sup>nd</sup> Street and 36<sup>th</sup> Street, and reconstructing the roadway to six lanes between 36<sup>th</sup> Street and 32<sup>nd</sup> Street. Approximately 1,000 feet of 39<sup>th</sup> Street was also reconstructed, which entailed working closely with the two major truck stops (Flying J and Love's). Based on the NDDOT design, at the interchange, the existing bridge was widened to six lanes, a new loop ramp was installed in the southwest quadrant and a new pedestrian underpass box culvert was installed under the ramps in the northwest quadrant. Construction was completed in 2017.





# University Dr N – 32<sup>nd</sup> Ave N to 40<sup>th</sup> Ave N Environmental Clearance and Final Design Phases City of Fargo, ND

## OVERVIEW

The City of Fargo is planning a project to improve a 1-mile stretch of North University Drive between 32nd Avenue N and 40th Avenue N. The purpose of the project is to replace the aging asphalt pavement with new concrete pavement, to urbanize the existing rural roadway section by lowering the road and eliminating narrow shoulders and steep slopes, and to install a shared-use path through the entire corridor. The City of Fargo contracted Apex Engineering Group to complete preliminary design, environmental clearance, FAA coordination and permitting, and public involvement process for the project, as well as completing the final design and plan preparation.

## PROJECT DETAILS

The project consists of reconstructing University Dr N to a concrete urban section with curb and gutter, shared-use path, and new storm sewer and watermain. A permanent traffic signal will be installed at the 32nd Ave N intersection. The project includes public involvement and coordination, as well as significant coordination and involvement with FAA and the Fargo Airport Authority since Hector Airport property is adjacent to the roadway, and since North University Drive crosses the Runway Protection Zone for Runway 9/27. Final plans were completed in February 2021.



**PROJECT TYPE:** Urban Reconstruction

**DATES:** 2018–Present

**COST:** \$6.5 million

**Apex**  
Engineering Group

### SERVICES PROVIDED

- Topographic Survey
- Preliminary Design
- Traffic Analysis
- Hydrologic and Hydraulic Analysis
- Documented CAT&X
- Public Involvement
- Stakeholder Coordination
- FAA Coordination
- Section 404 Permitting
- Utility Coordination
- ADA Improvements
- Final Design and Bid Documents
- Right of Way Plats

Reconstruct University Dr N, 32<sup>nd</sup> Ave N to 40<sup>th</sup> Ave N | D-7

March 31, 2021

41-1

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BR-21-E1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 31, 2021, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-21-E1, located at 11th Street North from NP Avenue North to 1st Avenue North

The bids were as follows:

Master Construction Co. Inc.	\$ 870,890.85
Dakota Underground Co. Inc.	\$1,034,426.00
KPH, Inc.	\$1,187,285.50

Engineer's Estimate	\$1,061,001.70
---------------------	----------------

The special assessment escrow is not required.

This office recommends award of the contract to Master Construction Co. Inc. in the amount of \$870,890.85 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs  
Assistant City Engineer

TAK/jmg



**ENGINEER'S STATEMENT OF ESTIMATED COST**  
**IMPROVEMENT DISTRICT # BR-21-E1**  
**Paving and Utility Rehab/Reconstruction**

11th St N from NP Ave N to 1st Ave N

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and  
 WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Paving and Utility Rehab/Reconstruction Improvement District # BR-21-E1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Sanitary Sewer</b>					
1	Remove Manhole	EA	2.00	1,500.00	3,000.00
2	Remove Pipe All Sizes All Types	LF	470.00	10.00	4,700.00
3	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	266.00	64.00	17,024.00
4	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	56.00	70.00	3,920.00
5	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	2.25	100.00	225.00
6	F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	430.00	84.00	36,120.00
7	F&I Manhole 4' Dia Reinf Conc	EA	1.00	5,400.00	5,400.00
8	Connect Sewer Service	EA	4.00	1,925.00	7,700.00
9	Connect Pipe to Exist Structure	EA	1.00	1,100.00	1,100.00
10	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	430.00	5.00	2,150.00
11	F&I Controlled Density Fill	CY	15.30	250.00	3,825.00
<b>Sanitary Sewer Total</b>					<b>85,164.00</b>
<b>Water Main</b>					
12	Remove Pipe All Sizes All Types	LF	456.00	5.00	2,280.00
13	F&I Fittings C153 Ductile Iron	LB	513.00	6.00	3,078.00
14	F&I Pipe C900 DR 18 - 4" Dia PVC	LF	5.00	100.00	500.00
15	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	65.00	69.00	4,485.00
16	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	425.00	83.00	35,275.00
17	F&I Gate Valve 4" Dia	EA	1.00	965.00	965.00
18	F&I Gate Valve 6" Dia	EA	5.00	1,170.00	5,850.00
19	F&I Gate Valve 8" Dia	EA	2.00	1,625.00	3,250.00
20	F&I Hydrant	EA	2.00	5,250.00	10,500.00
21	F&I Pipe w/GB 1" Dia Water Service	LF	27.00	71.00	1,917.00
22	Rem & Repl CS & Box 1" Dia	EA	3.00	950.00	2,850.00
23	Connect Water Service	EA	3.00	440.00	1,320.00
24	Furnish Temp Water Svc	EA	4.00	2,000.00	8,000.00
25	F&I Casting - Water Service	EA	3.00	410.00	1,230.00
26	F&I Hydrant Ext. 24" High	EA	1.00	1,000.00	1,000.00
<b>Water Main Total</b>					<b>82,500.00</b>
<b>Storm Sewer</b>					

**ENGINEER'S STATEMENT OF ESTIMATED COST**

**IMPROVEMENT DISTRICT # BR-21-E1**

**Paving and Utility Rehab/Reconstruction**

27 Remove Pipe All Sizes All Types	LF	585.00	5.00	2,925.00
28 Remove Manhole	EA	2.00	100.00	200.00
29 Remove Inlet	EA	8.00	100.00	800.00
30 F&I Manhole 4' Dia Reinf Conc	EA	3.00	3,225.00	9,675.00
31 F&I Inlet - Single Box (SBI) Reinf Conc	EA	8.00	2,420.00	19,360.00
32 Connect Pipe to Exist Structure	EA	2.00	750.00	1,500.00
33 Connect Pipe to Exist Pipe	EA	2.00	500.00	1,000.00
34 F&I Pipe w/GB 12" Dia Reinf Conc	LF	121.00	75.00	9,075.00
35 F&I Pipe w/GB 15" Dia Reinf Conc	LF	8.00	100.00	800.00
36 F&I Pipe w/GB 18" Dia Reinf Conc	LF	326.00	85.00	27,710.00
37 F&I Pipe w/GB 21" Dia Reinf Conc	LF	85.00	80.00	6,800.00
38 F&I Pipe w/GB 24" Dia Reinf Conc	LF	25.00	110.00	2,750.00
39 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	200.00	5.00	1,000.00
40 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	50.00	5.00	250.00
<b>Storm Sewer Total:</b>				<b>83,845.00</b>

**Paving**

41 Remove Pavement All Thicknesses All Types	SY	2,920.00	11.00	32,120.00
42 Remove Sidewalk All Thicknesses All Types	SY	737.00	5.00	3,685.00
43 Remove Driveway All Thicknesses All Types	SY	104.00	7.00	728.00
44 Remove Curb & Gutter	LF	935.00	10.00	9,350.00
45 Temp Fence - Safety	LS	1.00	10,000.00	10,000.00
46 F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	84.00	150.00	12,600.00
47 Subgrade Preparation	SY	2,680.00	3.50	9,380.00
48 F&I Woven Geotextile	SY	2,680.00	1.90	5,092.00
49 F&I Edge Drain 4" Dia PVC	LF	1,285.00	7.10	9,123.50
50 F&I Class 5 Agg - 8" Thick	SY	161.00	8.25	1,328.25
51 F&I Class 5 Agg - 12" Thick	SY	2,519.00	12.40	31,235.60
52 F&I Curb & Gutter Standard (Type II)	LF	961.00	22.00	21,142.00
53 F&I Flat MH Cover 8" Thick Reinf Conc	EA	2.00	900.00	1,800.00
54 F&I Pavement 9" Thick Doweled Conc	SY	2,137.00	81.00	173,097.00
55 F&I Sidewalk 4" Thick Reinf Conc	SY	1,129.00	49.00	55,321.00
56 F&I Sidewalk 6" Thick Reinf Conc	SY	29.00	71.00	2,059.00
57 F&I Driveway 7" Thick Reinf Conc	SY	107.00	66.50	7,115.50
58 F&I Det Warn Panels Cast Iron	SF	35.00	59.50	2,082.50
59 Rem & Repl Casting - Self Leveling	EA	3.00	1,910.00	5,730.00
60 Rem & Repl Casting - Floating Manhole	EA	6.00	1,640.00	9,840.00
61 Casting to Grade - w/Conc	EA	14.00	750.00	10,500.00
62 Casting to Grade - no Conc	EA	3.00	410.00	1,230.00
63 GV Box to Grade - w/Conc	EA	7.00	310.00	2,170.00
64 GV Box to Grade - no Conc	EA	3.00	150.00	450.00
65 Temp Construction Entrance	EA	3.00	1,200.00	3,600.00
66 Stormwater Management	LS	1.00	900.00	900.00

**ENGINEER'S STATEMENT OF ESTIMATED COST**

**IMPROVEMENT DISTRICT # BR-21-E1**

**Paving and Utility Rehab/Reconstruction**

67 Inlet Protection - Existing Inlet	EA	13.00	200.00	2,600.00
68 Inlet Protection - New Inlet	EA	8.00	210.00	1,680.00
69 Traffic Control - Type 2	LS	1.00	10,000.00	10,000.00
			<b>Paving Total</b>	<b>435,959.35</b>
<b>Landscaping</b>				
70 Remove Retaining Wall	SF	246.00	15.00	3,690.00
71 F&I Impressed 6" Thick Reinf Conc	SY	241.00	125.00	30,125.00
72 Boulevard Grading	SY	212.00	7.00	1,484.00
73 Seeding Type C	SY	212.00	3.00	636.00
74 Mulching Type 1 - Hydro	SY	212.00	5.00	1,060.00
75 Weed Control Type B	SY	212.00	1.00	212.00
76 F&I Decid Tree 2.5" Dia	EA	12.00	700.00	8,400.00
77 F&I Tree Grate Cast Iron	EA	12.00	1,725.00	20,700.00
78 F&I Structural Soil	SY	214.00	335.00	71,690.00
			<b>Landscaping Total</b>	<b>137,997.00</b>
<b>Street Lighting</b>				
79 F&I Base 6' Deep Reinf Conc	EA	4.00	1,100.00	4,400.00
80 Remove Base	EA	4.00	640.00	2,560.00
81 F&I Innerduct 1.5" Dia	LF	680.00	10.00	6,800.00
82 F&I Conductor #6 USE Cu	LF	1,965.00	2.50	4,912.50
83 Remove Street Light	EA	4.00	400.00	1,600.00
84 Relocate Street Light	EA	4.00	620.00	2,480.00
85 F&I Pull Box	EA	1.00	1,500.00	1,500.00
			<b>Street Lighting Total</b>	<b>24,252.50</b>
<b>Signing</b>				
86 F&I High Intensity Prismatic	SF	20.50	20.00	410.00
87 F&I Diamond Grade Cubed	SF	10.20	25.00	255.00
88 F&I Sign Assembly & Anchor	EA	8.00	100.00	800.00
89 F&I Sign Assembly	EA	2.00	100.00	200.00
			<b>Signing Total</b>	<b>1,665.00</b>
<b>Pavement Markings</b>				
90 F&I Grooved Plastic Film 16" Wide	LF	22.00	30.00	660.00
91 F&I Grooved Plastic Film 24" Wide	LF	54.00	40.00	2,160.00
92 F&I Grooved Contrast Film 7" Wide	LF	1,102.00	14.00	15,428.00
93 F&I Grooved Thermoplastic Pavement Marking Message	SF	35.00	36.00	1,260.00
			<b>Pavement Markings Total</b>	<b>19,508.00</b>
			<b>Total Construction in \$</b>	<b>870,890.85</b>
Engineering			10.00 %	87,089.08
Legal & Misc			3.00 %	26,126.73
Contingencies			5.00 %	43,544.54
Administration			4.00 %	34,835.63

**ENGINEER'S STATEMENT OF ESTIMATED COST**

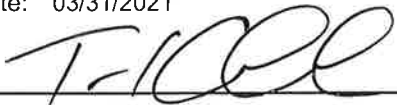
**IMPROVEMENT DISTRICT # BR-21-E1**

**Paving and Utility Rehab/Reconstruction**

Interest	4.00 %	34,835.63
<b>Total Estimated Costs</b>		<b>1,097,322.47</b>
Utility Funds - Wastewater - 521		251,370.00
Utility Funds - Water - 501		317,520.00
Special Assessments		434,982.10
State Funds - Other ND		93,450.53
<b>Unfunded Costs</b>		<b>-0.16</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 03/31/2021



Tom Knakmuhs

Assistant City Engineer



March 31, 2021

41-2

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. PR-21-C1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 31, 2021, for Asphalt Mill & Overlay, Improvement District No. PR-21-C1, located Citywide.

The bids were as follows:

Border States Paving, Inc.	\$2,119,304.05
FM Asphalt LLC	\$2,143,474.90
Central Specialties, Inc.	\$2,210,429.60
Northern Improvement Co.	\$2,415,784.40

Engineer's Estimate	\$2,324,120.25
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The special assessment escrow is not required.

Two protests were received amounting to less than 1% of the Improvement District. We recommend that the protests be declared insufficient and the contract be awarded to Border States Paving, Inc. in the amount of \$2,119,305.05 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs  
Assistant City Engineer

TAK/klb

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # PR-21-C1****Asphalt Mill & Overlay**

Citywide

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and  
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Asphalt Mill & Overlay Improvement District # PR-21-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Section 1</b>					
1	Repair Inlet	EA	8.00	463.00	3,704.00
2	F&I Repair Band 4" thru 12" Dia	EA	8.00	999.00	7,992.00
3	Rem & Repl Curb & Gutter	LF	2,500.00	44.20	110,500.00
4	Adjust Curb & Gutter - Mud/Sand Jack	LF	3,000.00	11.50	34,500.00
5	F&I Sidewalk 4" Thick Reinf Conc	SY	20.00	78.80	1,576.00
6	F&I Sidewalk 6" Thick Reinf Conc	SY	150.00	83.00	12,450.00
7	Remove Sidewalk All Thicknesses All Types	SY	170.00	10.50	1,785.00
8	Adjust Driveway - Mud/Sand Jack	SF	3,000.00	3.15	9,450.00
9	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	94.60	9,460.00
10	F&I Det Warn Panels Cast Iron	SF	376.00	51.50	19,364.00
11	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	4,740.00	62.60	296,724.00
12	F&I Casting - Inlet	EA	2.00	1,470.00	2,940.00
13	Casting to Grade - no Conc	EA	14.00	220.00	3,080.00
14	GV Box to Grade - no Conc	EA	7.00	43.40	303.80
15	Rem & Repl Pavement 6" Thick Asph	SY	5,520.00	37.00	204,240.00
16	Mill / Grind Asphalt Pvmnt Along Curb	LF	3,741.00	1.85	6,920.85
17	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	29,400.00	1.75	51,450.00
18	Sodding	SY	600.00	52.60	31,560.00
19	Paint Epoxy Line 4" Wide	LF	3,566.00	2.80	9,984.80
20	Paint Epoxy Line 24" Wide	LF	96.00	18.20	1,747.20
21	Paint Epoxy Message	SF	2,112.00	12.80	27,033.60
22	Traffic Control - Type 1	LS	1.00	3,630.00	3,630.00
<b>Section 1 Total</b>					<b>850,395.25</b>
<b>Section 2</b>					
23	Repair Inlet	EA	10.00	463.00	4,630.00
24	F&I Repair Band 4" thru 12" Dia	EA	10.00	999.00	9,990.00
25	Rem & Repl Curb & Gutter	LF	1,500.00	44.20	66,300.00
26	Adjust Curb & Gutter - Mud/Sand Jack	LF	2,000.00	11.50	23,000.00
27	F&I Sidewalk 4" Thick Reinf Conc	SY	20.00	83.00	1,660.00
28	F&I Sidewalk 6" Thick Reinf Conc	SY	112.00	83.00	9,296.00
29	Remove Sidewalk All Thicknesses All Types	SY	132.00	10.50	1,386.00
30	Adjust Driveway - Mud/Sand Jack	SF	1,500.00	3.15	4,725.00
31	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	94.60	9,460.00
32	F&I Det Warn Panels Cast Iron	SF	312.00	51.50	16,068.00



## ENGINEER'S STATEMENT OF ESTIMATED COST

## IMPROVEMENT DISTRICT # PR-21-C1

## Asphalt Mill &amp; Overlay

33	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	1,900.00	63.00	119,700.00
34	Rem & Repl Casting - Inlet	EA	1.00	1,050.00	1,050.00
35	Casting to Grade - no Conc	EA	2.00	220.00	440.00
36	GV Box to Grade - no Conc	EA	12.00	43.40	520.80
37	Rem & Repl Pavement 7" Thick Asph	SY	400.00	55.00	22,000.00
38	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	16,118.00	1.75	28,206.50
39	Sodding	SY	500.00	52.60	26,300.00
40	Traffic Control - Type 1	LS	1.00	908.00	908.00
<b>Section 2 Total</b>					345,640.30
<b>Section 3</b>					
41	Repair Inlet	EA	2.00	463.00	926.00
42	F&I Repair Band 4" thru 12" Dia	EA	2.00	999.00	1,998.00
43	Rem & Repl Curb & Gutter	LF	500.00	47.30	23,650.00
44	F&I Sidewalk 6" Thick Reinf Conc	SY	23.00	84.10	1,934.30
45	Remove Sidewalk All Thicknesses All Types	SY	10.00	10.50	105.00
46	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	89.40	4,470.00
47	F&I Det Warn Panels Cast Iron	SF	32.00	51.50	1,648.00
48	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	1,500.00	64.00	96,000.00
49	Rem & Repl Casting - Inlet	EA	1.00	1,050.00	1,050.00
50	GV Box to Grade - no Conc	EA	1.00	43.40	43.40
51	Rem & Repl Pavement 8" Thick Asph	SY	100.00	72.00	7,200.00
52	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	12,614.00	1.85	23,335.90
53	Sodding	SY	200.00	52.60	10,520.00
54	Paint Epoxy Line 4" Wide	LF	2,122.00	2.80	5,941.60
55	Paint Epoxy Line 8" Wide	LF	343.00	6.00	2,058.00
56	Paint Epoxy Message	SF	128.00	12.80	1,638.40
57	Traffic Control - Type 1	LS	1.00	505.00	505.00
58	F&I Detection In-Ground Loop	EA	4.00	1,790.00	7,160.00
<b>Section 3 Total</b>					190,183.60
<b>Section 4</b>					
59	Repair Inlet	EA	3.00	463.00	1,389.00
60	F&I Repair Band 4" thru 12" Dia	EA	3.00	999.00	2,997.00
61	Rem & Repl Curb & Gutter	LF	2,500.00	44.20	110,500.00
62	F&I Sidewalk 4" Thick Reinf Conc	SY	40.00	78.80	3,152.00
63	F&I Sidewalk 6" Thick Reinf Conc	SY	27.00	83.00	2,241.00
64	Remove Sidewalk All Thicknesses All Types	SY	67.00	10.50	703.50
65	Rem & Repl Driveway 6" Thick Reinf Conc	SY	250.00	94.60	23,650.00
66	F&I Det Warn Panels Cast Iron	SF	72.00	51.50	3,708.00
67	F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	1,700.00	65.00	110,500.00
68	Rem & Repl Casting - Inlet	EA	1.00	1,050.00	1,050.00
69	Rem & Repl Casting - Self Leveling	EA	13.00	1,670.00	21,710.00
70	GV Box to Grade - no Conc	EA	7.00	43.40	303.80
71	Rem & Repl Pavement 8" Thick Asph	SY	200.00	72.00	14,400.00
72	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	14,562.00	1.95	28,395.90
73	Sodding	SY	300.00	52.60	15,780.00





## ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # PR-21-C1

Asphalt Mill &amp; Overlay

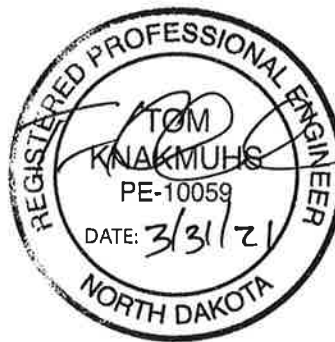
74 Traffic Control - Type 1	LS	1.00	1,010.00	1,010.00
Section 4 Total				341,490.20
<b>Section 5</b>				
75 Repair Inlet	EA	5.00	463.00	2,315.00
76 F&I Repair Band 4" thru 12" Dia	EA	3.00	999.00	2,997.00
77 Rem & Repl Curb & Gutter	LF	2,000.00	44.20	88,400.00
78 F&I Sidewalk 6" Thick Reinf Conc	SY	38.00	83.00	3,154.00
79 Remove Sidewalk All Thicknesses All Types	SY	32.00	10.50	336.00
80 Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	94.60	9,460.00
81 F&I Det Warn Panels Cast Iron	SF	48.00	51.50	2,472.00
82 F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	2,500.00	65.00	162,500.00
83 Rem & Repl Casting - Inlet	EA	3.00	1,050.00	3,150.00
84 Rem & Repl Casting - Self Leveling	EA	23.00	1,670.00	38,410.00
85 GV Box to Grade - no Conc	EA	1.00	43.40	43.40
86 Rem & Repl Pavement 8" Thick Asph	SY	100.00	74.00	7,400.00
87 Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	22,867.00	1.90	43,447.30
88 Sodding	SY	500.00	52.60	26,300.00
89 Traffic Control - Type 1	LS	1.00	1,210.00	1,210.00
Section 5 Total				391,594.70
<b>Total Construction in \$</b>				<b>2,119,304.05</b>
Engineering		10.00 %		211,930.40
Legal & Misc		3.00 %		63,579.12
Contingencies		5.00 %		105,965.20
Administration		4.00 %		84,772.16
Interest		4.00 %		84,772.16
<b>Total Estimated Costs</b>				<b>2,670,323.10</b>
Sales Tax Funds - Infrastructure - 420				1,335,161.57
Special Assessments				1,335,161.55
<b>Unfunded Costs</b>				<b>-0.02</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 03/31/2021

Tom Knakmuhs

Assistant City Engineer



## CITY OF FARGO PROJECTS

42-1

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

New Paving and Utility Construction

Improvement District No. BN-21-B

Call for Bids April 5, 2021

Advertise Dates April 14 & 21, 2021

Bid Opening Date May 12, 2021

Substantial Completion Date July 1, 2022

Final Completion Date August 1, 2022

N/A PWPEC Report (Attach Copy) – **Part of 2021 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Satterlund

Phone No. (701) 476-6627

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT  
NEW PAVING AND UTILITY CONSTRUCTION  
IMPROVEMENT DISTRICT NO. BN-21-B

**Nature & Scope**

This project is for the new construction of underground utilities, asphalt pavement and incidentals on Madelyn's Lane South, 26<sup>th</sup> Street South, 28<sup>th</sup> Street South, and 29<sup>th</sup> Street South between 73<sup>rd</sup> Avenue South and 74<sup>th</sup> Avenue South, 27<sup>th</sup> Street South and 30<sup>th</sup> Street South between 73<sup>rd</sup> Avenue South to 160' south of 74<sup>th</sup> Avenue, and on 74<sup>th</sup> Avenue between Madelyn's Lane South and 30<sup>th</sup> Street South as part of Madelyn's Meadows Fourth Addition. This project will also extend trunk 30" sanitary sewer main along 25<sup>th</sup> Street South from 73<sup>rd</sup> Avenue South to 75<sup>th</sup> Avenue South.

**Purpose**

This project is to provide infrastructure for new residential construction within Madelyn's Meadows Fourth Addition as requested by the Developer and to extend trunk 30" sanitary sewer along 25<sup>th</sup> Street South.

**Feasibility**

The estimated cost of construction is \$3,125,260.40. The costs for the improvement district are estimated as follows:

<b>CRWUD Special Assessment</b>	<b>\$ 548,423.00</b>
Plus 10% Engineering Fee:	\$ 54,842.30
Plus 4% Administration Fee:	\$ 21,936.92
Plus 3% Legal Fee:	\$ 16,452.69
Plus 4% Interest Fee:	\$ 21,936.92
Plus 5% Contingency:	\$ 27,421.15
<b>Total Estimated Paving Cost:</b>	<b>\$ 691,012.98</b>
<b>CRWUD Amount Special Assessed:</b>	<b>\$ 691,012.98</b>

<b>Underground &amp; Paving Costs</b>	<b>\$ 2,576,837.40</b>
Plus 10% Engineering Fee:	\$ 257,683.74
Plus 4% Administration Fee:	\$ 103,073.50
Plus 3% Legal Fee:	\$ 77,305.12
Plus 4% Interest Fee:	\$ 103,073.50
Plus 5% Contingency:	\$ 128,841.87
<b>Total Estimated Paving Cost:</b>	<b>\$ 3,246,815.12</b>
<b>Underground &amp; Paving Amount Special Assessed:</b>	<b>\$ 3,246,815.12</b>

**Project Funding Summary**

Cass Rural Water User District Special Assessment	17.55%	\$ 691,012.98
Special Assessments	82.45%	\$ 3,246,815.12
<b>Total Estimated Project Cost</b>		<b>\$ 3,937,828.10</b>

We believe this project to be cost effective.



  
Tom Knakmuhs, P.E.  
Assistant City Engineer

CITY OF FARGO  
ENGINEERING DEPARTMENT  
LOCATION & COMPRISING  
NEW PAVING AND UTILITY CONSTRUCTION  
IMPROVEMENT DISTRICT NO. BN-21-B

**LOCATION:**

On 25<sup>th</sup> Street South from 73<sup>rd</sup> to 75<sup>th</sup> Avenue South.

On Madelyn's Lane South, 26<sup>th</sup> Street South, 28<sup>th</sup> Street South, and 29<sup>th</sup> Street South between 73<sup>rd</sup> and 74<sup>th</sup> Avenue South.

On 27<sup>th</sup> Street and 30<sup>th</sup> Street between 73<sup>rd</sup> and 130' south of 74<sup>th</sup> Avenue.

On 74<sup>th</sup> Avenue between Madelyn's Lane South and 30<sup>th</sup> Street South.

To be platted in Madelyn's Meadows Fourth Addition.

**COMPRISING:**

Lots 1 through 4, Block 2.

All platted in Chrisan First Subdivision.

Lots 1 through 7, Block 2.

Lots 14 through 20, Lots 34 through 43, and Lot 53, Block 3.

Lots 6 through 24, Block 5.

All platted in Eagle Pointe 1<sup>st</sup> Addition.

Lots 1 through 7 and lots 18 through 26, Block 1.

Lots 1 through 4 and lots 15 through 18, Block 2.

Lots 17 through 22, Block 3.

All platted in Eagle Pointe 2<sup>nd</sup> Addition.

Lots 1 through 11, Block 1.

Lots 1 through 11, and lots 30 through 40, Block 2.

Lots 1 through 11, Block 3.

All platted in Eagle Valley Second Addition.

Lots 27 through 36, Block 3.

Lots 1 through 10, and Lots 29 through 38, Block 4.

Lots 10 through 19, Block 5.

All platted in Eagle Valley Addition.

Lots 1 through 10, Block 1.

Lots 1 through 12, Block 2.

Lots 1 through 18, Block 3.

All platted within Eagle Valley Fourth Addition.

Lots 1 through 14, Block 1.

Lots 1 through 15, Block 2.

All platted within Eagle Valley Third Addition.

Location & Comprising

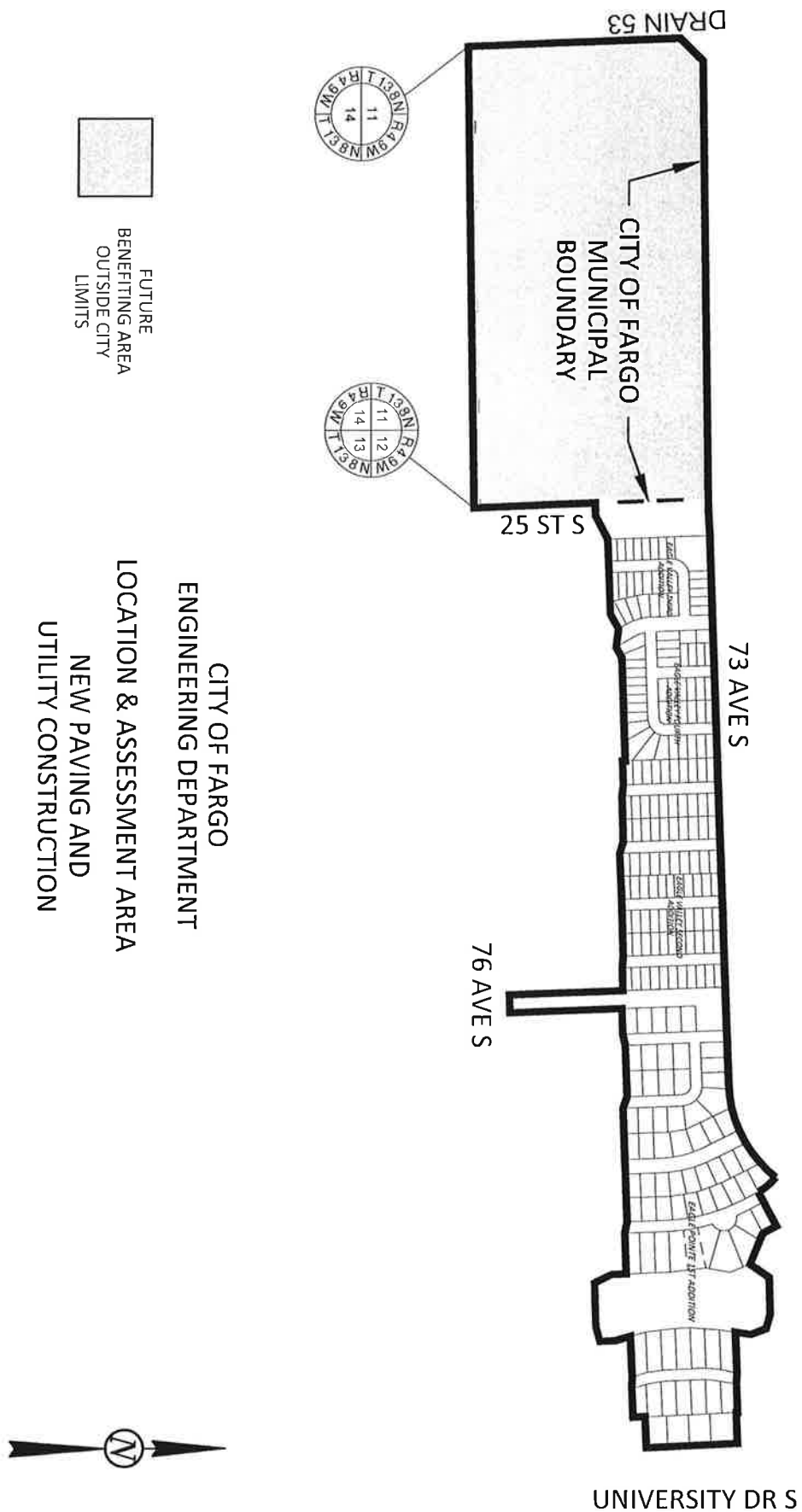
Improvement District No. BN-21-B1

Page 2

The north half of the south half of the southeast quarter of Section 11 T138N R49 W of Cass County (to be platted as Madelyn's Meadows 4<sup>th</sup> Addition).

The south half of the south half of the south east quarter of Section 11 T138N R49 W of Cass County, less the easterly 100'.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota and its Extra-Territorial Area.



COVER SHEET  
CITY OF FARGO PROJECTS

422

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Asphalt Wear Course

Improvement District No. PN-21-A

Call For Bids April 5, 2021

Advertise Dates April 14 & 21, 2021

Bid Opening Date May 12, 2021

Substantial Completion Date September 18, 2021

Final Completion Date October 18, 2021

N/A PWPEC Report (Attach Copy) **Part of 2021 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Hoogland

Phone No. (701) 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)



ENGINEER'S REPORT  
ASPHALT WEAR COURSE  
IMPROVEMENT DISTRICT NO. PN-21-A

**Nature & Scope**

Under this project, the City will be installing asphalt wear course on the following streets and avenues:

**Section 1:**

- On 10<sup>th</sup> Street North from 32<sup>nd</sup> Avenue North to north end of cul-de-sac.

**Section 2:**

- On 33<sup>rd</sup> Avenue South from 45<sup>th</sup> Street South to Seter Parkway South.
- On 36<sup>th</sup> Avenue South from 190' east of 54<sup>th</sup> Street South to Veterans Boulevard South.
- On 37<sup>th</sup> Avenue South from 54<sup>th</sup> Street South to 56<sup>th</sup> Street South.
- On 38<sup>th</sup> Avenue South from 54<sup>th</sup> Street South to 56<sup>th</sup> Street South.
- On Justice Drive South from 54<sup>th</sup> Street South to 56<sup>th</sup> Street South.
- On Cordova Loop South off of 36<sup>th</sup> Avenue South.
- On Crimson Loop South off of 37<sup>th</sup> Avenue South.
- On 47<sup>th</sup> Street South from 32<sup>nd</sup> Avenue South to 33<sup>rd</sup> Avenue South.
- On 49<sup>th</sup> Street South from 30<sup>th</sup> Avenue South to 32<sup>nd</sup> Avenue South.
- On 51<sup>st</sup> Street South from 32<sup>nd</sup> Avenue South to 33<sup>rd</sup> Avenue South.
- On 54<sup>th</sup> Street South from 36<sup>th</sup> Avenue South to 38<sup>th</sup> Avenue South.
- On Valley View Drive South from 36<sup>th</sup> Avenue South to 37<sup>th</sup> Avenue South.
- On 55<sup>th</sup> Street South from 37<sup>th</sup> Avenue South to 38<sup>th</sup> Avenue South.

**Section 3:**

- On 17<sup>th</sup> Street South from 73<sup>rd</sup> Avenue South to 75<sup>th</sup> Avenue South.
- On 18<sup>th</sup> Street South from 73<sup>rd</sup> Avenue South to 75<sup>th</sup> Avenue South.
- On 19<sup>th</sup> Street South from 75<sup>th</sup> Avenue South to 76<sup>th</sup> Avenue South.
- On 20<sup>th</sup> Street South from 73<sup>rd</sup> Avenue South to 75<sup>th</sup> Avenue South.
- On 21<sup>st</sup> Street South from 73<sup>rd</sup> Avenue South to 75<sup>th</sup> Avenue South.
- On 75<sup>th</sup> Avenue South from 17<sup>th</sup> Street South to 21<sup>st</sup> Street South.

**Purpose**

Consistent with our standard practice, the asphalt wear course was not installed on these streets under the original paving contract. This allows for a wear course to be installed upon the completion of most of the housing construction in the area. By installing the wear course at this time, we are able to correct deficiencies in the street caused by settlement and the activities associated with home construction. The installation of these wearing courses, at this time, will improve the drainage and ride quality, along with extending the life of these streets.

**Feasibility**


The total construction cost is estimated to be \$1,257,448.25. It will be paid by 100% Special Assessments. The cost breakdown is as follows:

**Sections 1 - 3:**

<b>Estimated Construction Cost:</b>	<b>\$ 1,257,448.25</b>
Plus Engineering Fees (10%):	\$ 125,744.83
Plus Administration Fees (4%):	\$ 50,297.93
Plus Legal/Misc Fees (3%):	\$ 37,723.45
Plus Interest (4%):	\$ 50,297.93
Contingency (5%):	\$ 62,872.41
<b>Assessed Cost:</b>	<b>\$ 1,584,384.80</b>

We believe this to be cost effective.



  
\_\_\_\_\_  
Tom Knakmuhs, P.E.  
Assistant City Engineer

**CITY OF FARGO  
ENGINEERING DEPARTMENT**

**LOCATION & COMPRISING**

**ASPHALT WEAR COURSE**

**IMPROVEMENT DISTRICT NO. PN-21-A**

**LOCATION (Section 1):**

On 10<sup>th</sup> Street North from 32<sup>nd</sup> Avenue North to north end of cul-de-sac.

**LOCATION (Section 2):**

On 33<sup>rd</sup> Avenue South from 45<sup>th</sup> Street South to Seter Parkway South.  
On 36<sup>th</sup> Avenue South from 190' east of 54<sup>th</sup> Street South to Veterans Boulevard South.  
On 37<sup>th</sup> Avenue South from 54<sup>th</sup> Street South to 56<sup>th</sup> Street South.  
On 38<sup>th</sup> Avenue South from 54<sup>th</sup> Street South to 56<sup>th</sup> Street South.  
On Justice Drive South from 54<sup>th</sup> Street South to 56<sup>th</sup> Street South.  
On Cordova Loop South off of 36<sup>th</sup> Avenue South.  
On Crimson Loop South off of 37<sup>th</sup> Avenue South.  
On 47<sup>th</sup> Street South from 32<sup>nd</sup> Avenue South to 33<sup>rd</sup> Avenue South.  
On 49<sup>th</sup> Street South from 30<sup>th</sup> Avenue South to 32<sup>nd</sup> Avenue South.  
On 51<sup>st</sup> Street South from 32<sup>nd</sup> Avenue South to 33<sup>rd</sup> Avenue South.  
On 54<sup>th</sup> Street South from 36<sup>th</sup> Avenue South to 38<sup>th</sup> Avenue South.  
On Valley View Drive South from 36<sup>th</sup> Avenue South to 37<sup>th</sup> Avenue South.  
On 55<sup>th</sup> Street South from 37<sup>th</sup> Avenue South to 38<sup>th</sup> Avenue South.

**LOCATION (Section 3):**

On 17<sup>th</sup> Street South from 73<sup>rd</sup> Avenue South to 75<sup>th</sup> Avenue South.  
On 18<sup>th</sup> Street South from 73<sup>rd</sup> Avenue South to 75<sup>th</sup> Avenue South.  
On 19<sup>th</sup> Street South from 75<sup>th</sup> Avenue South to 76<sup>th</sup> Avenue South.  
On 20<sup>th</sup> Street South from 73<sup>rd</sup> Avenue South to 75<sup>th</sup> Avenue South.  
On 21<sup>st</sup> Street South from 73<sup>rd</sup> Avenue South to 75<sup>th</sup> Avenue South.  
On 75<sup>th</sup> Avenue South from 17<sup>th</sup> Street South to 21<sup>st</sup> Street South.

**COMPRISING (Section 1):**

Lots 3 through 28, Block 1, Bison Village Addition.

**COMPRISING (Section 2):**

Lots 1 & 2, Block 1, Encore Second Addition.  
Lots 1 through 7, Block 8, Urban Plains by Brant First Addition.  
Lot 2, Block 1, Bentley Square Addition.  
Lots 4 & 5, Block 1, Blu Water Creek Addition.  
Lots 1 through 3, Block 1, Blu Water Creek Second Addition.  
Lots 1 & 2, Block 1, Blu Water Creek Third Addition.  
Lot 1, Block 1, Blu Water Creek 4<sup>th</sup> Addition.  
Lots 1 through 6, Block 1, Blu Water Creek 5<sup>th</sup> Addition.

Lot 2, Block 3.  
Lots 1 through 12, Block 6.  
Lots 1 through 24, Block 7.  
Lots 1 through 24, Block 8.  
Lots 1 through 24, Block 9.  
Lots 1 through 12, Block 10.  
Lots 1 through 14, Block 11.  
Lots 1 through 14, Block 12.  
Lots 1 through 12, Block 13.  
Lots 1 through 28, Block 14.  
All in Brandt Crossing 1<sup>st</sup> Addition.

Lots 1 through 3 & 10, Block 1, Brandt Crossing 2<sup>nd</sup> Addition.

Lots 1 through 4, Block 1.  
Lots 13 through 17, Block 1.  
All in Brandt Crossing 3<sup>rd</sup> Addition.

Lots 2 through 5, Block 1, Brandt Crossing 4<sup>th</sup> Addition.

Lot 2, Block 1, Brandt Crossing 5<sup>th</sup> Addition.

Lots 1 & 2, Block 1, Brandt Crossing 6<sup>th</sup> Addition.

Lots 3 & 4, Block 1, Brandt Crossing 7<sup>th</sup> Addition.

Lot 1, Block 1, Brandt Crossing 8<sup>th</sup> Addition.

Lots 1 through 6, Brandt Crossing 14<sup>th</sup> Addition.

Lots 1 & 2, Block 1, BNG Addition.

Lots 1 through 7, Block 1.  
Lots 1 through 9, Block 2.  
Lots 1 through 7, Block 3.  
Lots 1 through 35, Block 4.  
Lots 1 through 14, Block 5.  
Lots 1 through 14, Block 6.  
All in Farmstead at Brandt Addition.

Lot 1, Block 3, Schatz 3<sup>rd</sup> Addition.

Lots 2 through 4, Block 1, Schatz 4<sup>th</sup> Addition.

Lots 21 through 27, Block 2.  
Lots 1 through 14, Block 3.  
Lot 1, Block 4.  
Lots 1 through 11, Block 5.  
Lots 1 through 8, Block 6.  
All in Valley View Addition.

Lot 1, Block 1, Valley View 2<sup>nd</sup> Addition.

Lots 1 through 10, Block 1.  
Lots 1 through 12, Block 2.  
All in Valley View 3<sup>rd</sup> Addition.

Location & Comprising  
Improvement District No. PN-21-A  
Page 3

Lots 1 through 10, Block 1.  
Lots 1 through 60, Block 2.  
Lots 1 through 8, Block 3.  
Lots 1 through 8, Block 4.  
Lot 1, Block 5.  
All in Valley View 4<sup>th</sup> Addition.

Lots 1 through 19, Block 1.  
Lots 1 through 13, Block 2.  
Lots 1 through 11, Block 3.  
Lots 1 through 18, Block 4.  
All in Valley View 5<sup>th</sup> Addition.

Lot 1, Block 1, Valley View Seventh Addition.

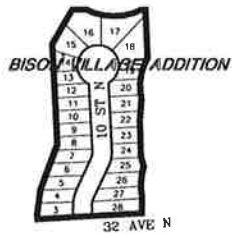
Lots 1 through 5, Block 1, Valle View Eighth Addition.

**COMPRISING (Section 3):**

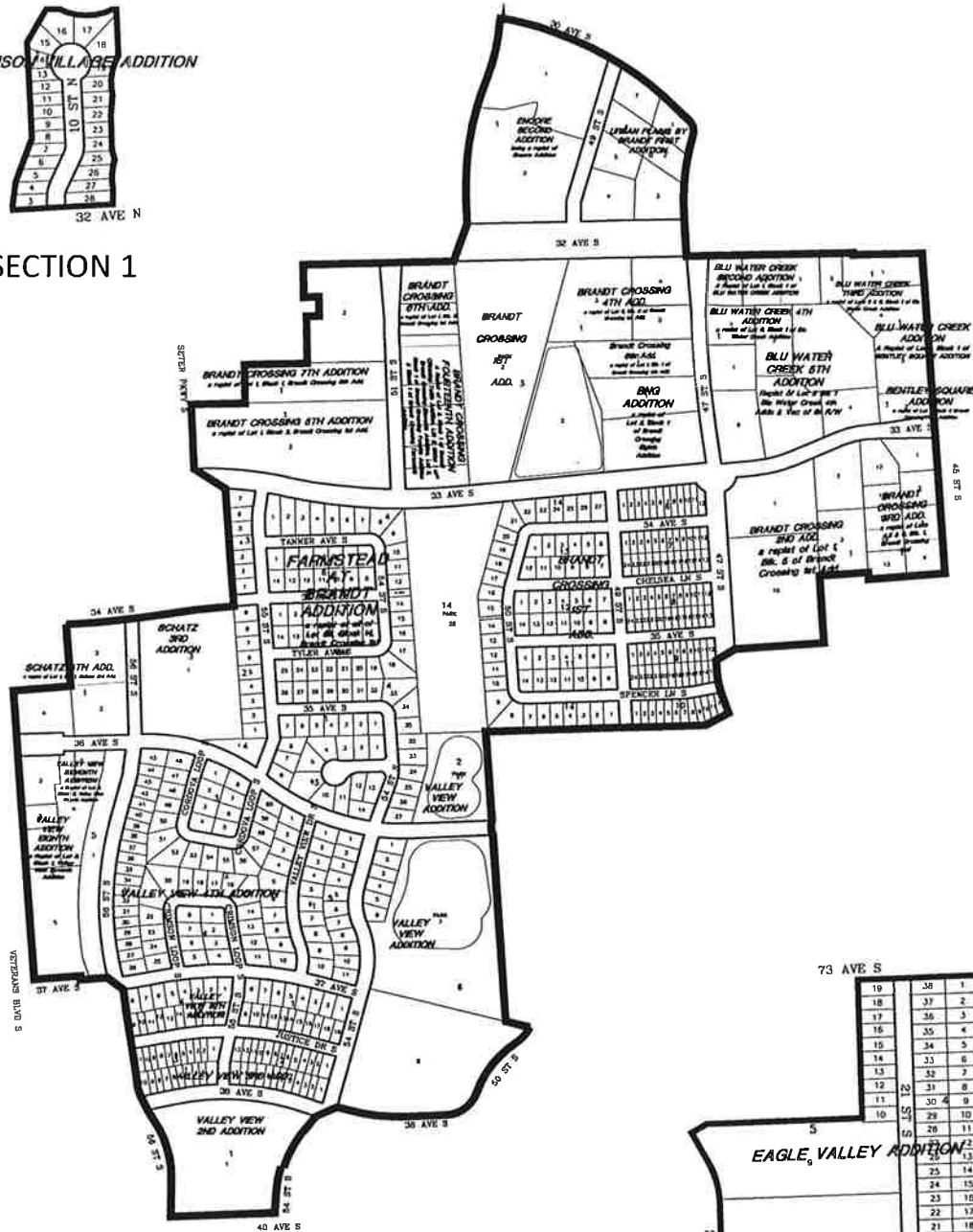
Lots 15 through 24, Block 1.  
Lots 19 through 36, Block 3.  
Lots 1 through 38, Block 4.  
Lots 1 through 19, Block 5.  
All in Eagle Valley Addition.

Lots 1 through 18, Block 1.  
Lots 1 through 40, Block 2.  
Lots 1 through 20, Block 3.  
All in Eagle Valley Second Addition.

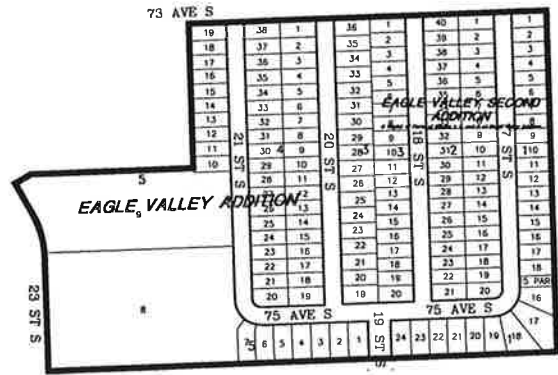
All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



## SECTION 1



## SECTION 2



## SECTION 3

CITY OF FARGO ENGINEERING  
DEPARTMENT

LOCATION & ASSESSMENT AREA

ASPHALT WEAR COURSE

IMPROVEMENT DISTRICT NO. PN-21-A

COVER SHEET  
CITY OF FARGO PROJECTS

(42-3)

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Asphalt Paving Rehab/Reconstruction

Improvement District No. PR-21-G

Call for Bids April 5, 2021

Advertise Dates April 14 & 21, 2021

Bid Opening Date May 12, 2021

Substantial Completion Date August 1, 2021

Final Completion Date August 31, 2021

N/A PWPEC Report (Attach Copy) **Part of 2021 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Roger E. Kluck, PE, CFM

Phone No. (701) 241-1537

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT  
 ASPHALT PAVING REHAB/RECONSTRUCTION  
 IMPROVEMENT DISTRICT NO. PR-21-G

### Nature & Scope

This project is for the widening of the intersection at County Road 81 (old Hwy 81) and 40<sup>th</sup> Avenue North to support the Amazon Facility and to improve traffic control to the east of 37<sup>th</sup> Street North to Drain 10. The widening will include an added southbound right-turn lane on CR 81 and an added westbound right-turn lane on 40<sup>th</sup> Avenue North. The project will also include chip sealing of the entire project area and new pavement markings.

### Purpose

The purpose of this project is to better and more efficiently serve the traffic requirements of the intersection, the 40<sup>th</sup> Avenue North corridor, and benefiting properties.

### Feasibility

The estimated cost of construction is \$549,127.80. The project improvements at the 40<sup>th</sup> Avenue North and CR 81 intersection will be funded by Special Assessments in accordance with the Development and Assessment Agreement for North Industrial Addition approved on September 8, 2020. The project improvements on 40<sup>th</sup> Avenue North east of 37<sup>th</sup> Street North will be funded out of the Sales Tax fund. A breakdown of costs is as follows:

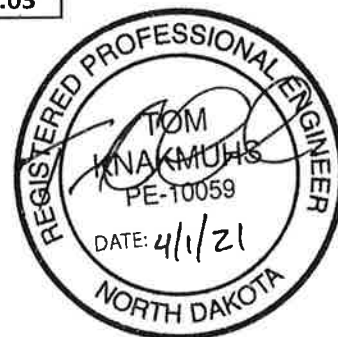
<b>Paving and Utility Costs</b>	\$ 549,127.80
Plus 10% Engineering Fee:	\$ 54,912.78
Plus 4% Administration Fee:	\$ 21,965.11
Plus 3% Legal Fee:	\$ 16,473.83
Plus 4% Interest Fee:	\$ 21,965.11
Utility Relocation	\$
Plus 5% Contingency:	\$ 27,456.39
<b>Total Estimated Cost:</b>	<b>\$ 691,901.03</b>

<b>Project Funding Summary</b>		
Special Assessments	88.59%	\$ 612,981.12
Sales Tax	11.41%	\$ 78,919.91
<b>Total Estimated Project Cost</b>		<b>\$ 691,901.03</b>

The cost to the Property Owners will be per City policy.

We believe this project to be cost effective.

  
 Tom Knakmuhs, P.E.  
 Assistant City Engineer





CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

ASPHALT PAVING REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. PR-21-G

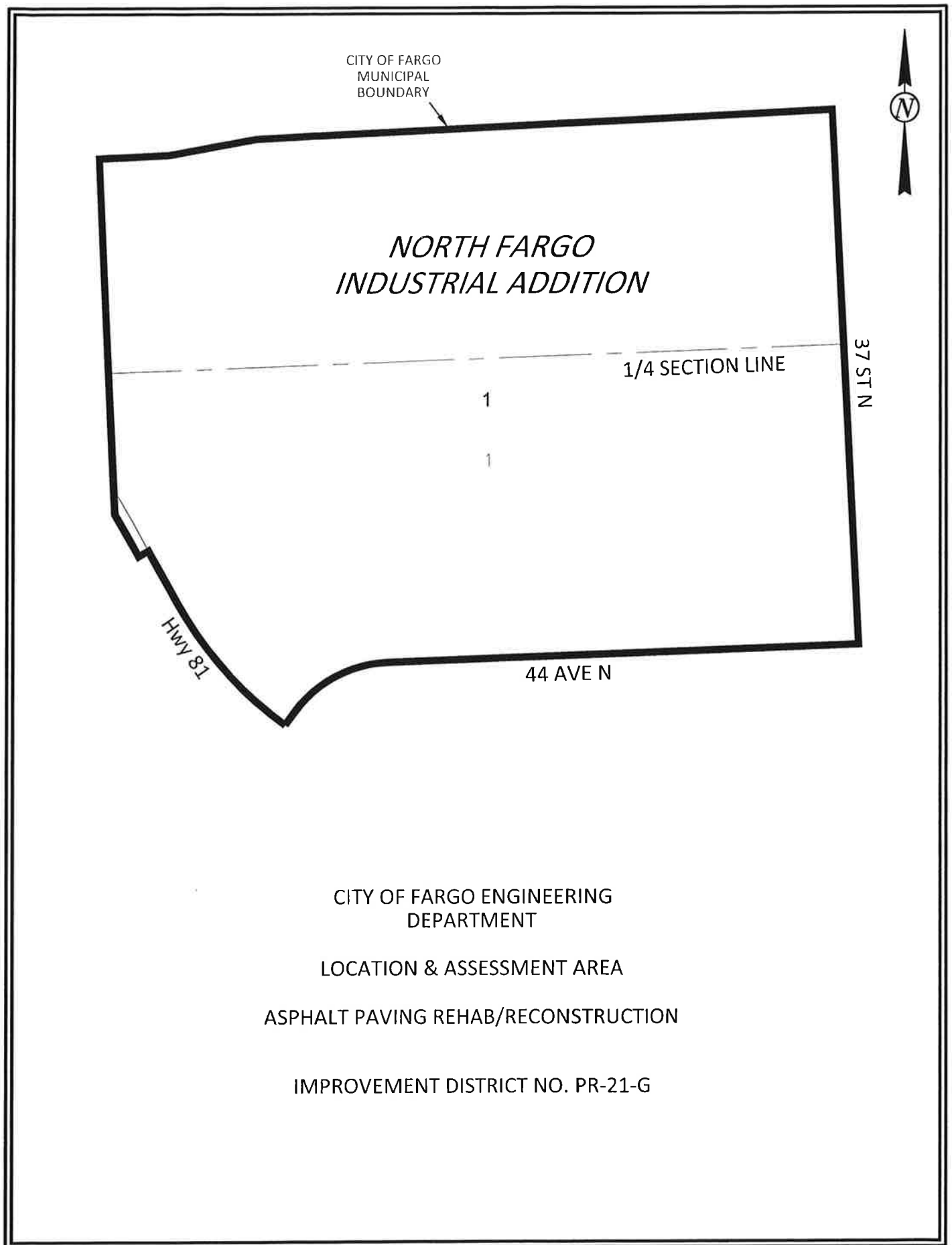
LOCATION:

Highway 81 from 40<sup>th</sup> Avenue North to 44<sup>th</sup> Avenue North and 40<sup>th</sup> Avenue North from BNSF Railway east to County Drain 10.

COMPRISING:

Lot 1, Block 1.  
Platted within North Fargo Industrial Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



COVER SHEET  
CITY OF FARGO PROJECTS

42-4

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Project as it will appear in the Contract:

Street Lighting & Incidentals

Improvement District No. SL-21-B

Call For Bids April 5, 2021

Advertise Dates April 14 & 21, 2021

Bid Opening Date May 12, 2021

Substantial Completion Date October 15, 2021

Final Completion Date November 15, 2021

N/A PWPEC Report (Attach Copy) **Part of 2021 CIP Revision**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Dave Helland

Phone No. (701) 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT  
STREET LIGHTING & INCIDENTALS  
IMPROVEMENT DISTRICT NO. SL-21-B

**Nature and Scope**

This project calls for installing a street lighting system on streets and avenues in the following areas:

SECTION 1: The area between 27<sup>th</sup> and 32<sup>nd</sup> Avenue North and between Broadway and Elm Street North, and on 29<sup>th</sup> Avenue North between Elm and Maple Street North, where there currently are no City of Fargo street lights in place or where the existing street lighting system needs replacement.

SECTION 2: On 5<sup>th</sup> Street North between 18<sup>th</sup> and 19<sup>th</sup> Avenue North, where there are no City of Fargo street lights in place.

SECTION 3: On 14-1/2 and on 15-1/2 Avenue South between 11<sup>th</sup> and 12<sup>th</sup> Street South and on 11<sup>th</sup> and 12<sup>th</sup> Street South between 14-1/2 and 15-1/2 Avenue South, where there are no City of Fargo Street lights in place.

**Purpose**

The project's goal is to increase safety and convenience of the residents and the traveling public.

**Feasibility**

The estimated cost of construction is approximately \$1,093,864.50. The cost breakdown is as follows:

<b>Estimated Construction Cost:</b>	<b>\$1,093,864.50</b>
Plus Engineering 10%	\$ 109,386.45
Plus Administration 4%	\$ 43,754.58
Plus Interest 4%	\$ 43,754.58
Plus Legal 3%	\$ 32,815.94
Plus Contingency 5%	\$ 54,693.23
<b>Total Estimated Cost (100% Assessed):</b>	<b>\$1,378,269.27</b>

We believe this project to be cost effective.



  
Tom Knakmuhs, PE  
Assistant City Engineer

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

STREET LIGHTING  
& INCIDENTALS

IMPROVEMENT DISTRICT No. SL-21-B

**LOCATION:**

**SECTION 1:**

The area between 27<sup>th</sup> and 32<sup>nd</sup> Avenue North and between Broadway and Elm Street North, and on 29<sup>th</sup> Avenue North between Elm and Maple Street North, where there currently are no City of Fargo street lights in place or where the existing street lighting system needs replacement.

**SECTION 2:**

On 5<sup>th</sup> Street North between 18<sup>th</sup> and 19<sup>th</sup> Avenue North, where there are no City of Fargo Street lights in place.

**SECTION 3:**

On 14-1/2 and on 15-1/2 Avenue South between 11<sup>th</sup> and 12<sup>th</sup> Street South and on 11<sup>th</sup> and 12<sup>th</sup> Street South between 14-1/2 and 15-1/2 Avenue South, where there are no City of Fargo Street lights in place.

**COMPRISING (Section 1):**

Lots 1 through 19, Block 1.  
Lots 1 through 15, Block 2.  
Asp Addition.

Lots 1 through 7, Block 2.  
Lots 1 through 13, Block 3.  
Lots 1 through 18, Block 4.  
Lots 1 through 35, Block 5.  
Lots 2 through 21, Block 6.  
Lots 1 through 37, Block 7.  
Lots 1 through 31, Block 8.  
Lots 1 through 22, Block 9.  
Lots 1 through 18, Block 10.  
Lots 1 through 14, Block 11.  
Lots 1 through 11, Block 12.  
Lots 1 through 11, Block 13.  
Edgewood First Addition.

Lots 1 through 20, Block 1.  
Lots 1 through 10, Block 2.  
Block 3.  
Block 5.  
Lots 1 through 44, Block 6.  
Lots 1 through 16, Block 9.  
Lots 1 through 21, Block 10.  
Edgewood Second Addition.

Lots 1 through 10  
Subdivision of Block 7.  
Lots 1 through 12  
Subdivision of Block 8.  
Edgewood Second Addition.

Lots 1 through 3, Block 1.  
Lots 12 through 22, Block 2.  
Elm Tree Park Addition.

Lots 9 through 16, Block 5.  
Lots 1 through 8, Block 7.  
Oral A. Holm Addition.

Lot 1 and Lots 3 through 13, Block 1.  
Longfellow Park Addition.

Lots 14 through 26, Block 6.  
Lots 1 through 14, Block 7.  
North Park Addition.

Lots 1 to 4 and Lots 6 to 8, Block 1.  
Trollwood Land.

Lots 5A and 5B, Block 1.  
Trollwood Land Two.

Lot 1, Block 1.  
Lots 11 through 18, Block 1.  
Lots 1 through 3, Block 2.  
Van Raden's Addition.

Lots 6 through 9, Block 1.  
Van Raden's Second Addition.

**COMPRISING (Section 2):**

Lots 101 through 119 and Lots 161 through 179.  
All in North Broadway Addition.

**COMPRISING (Section 3):**

Lots 10 through 24, Block 1.

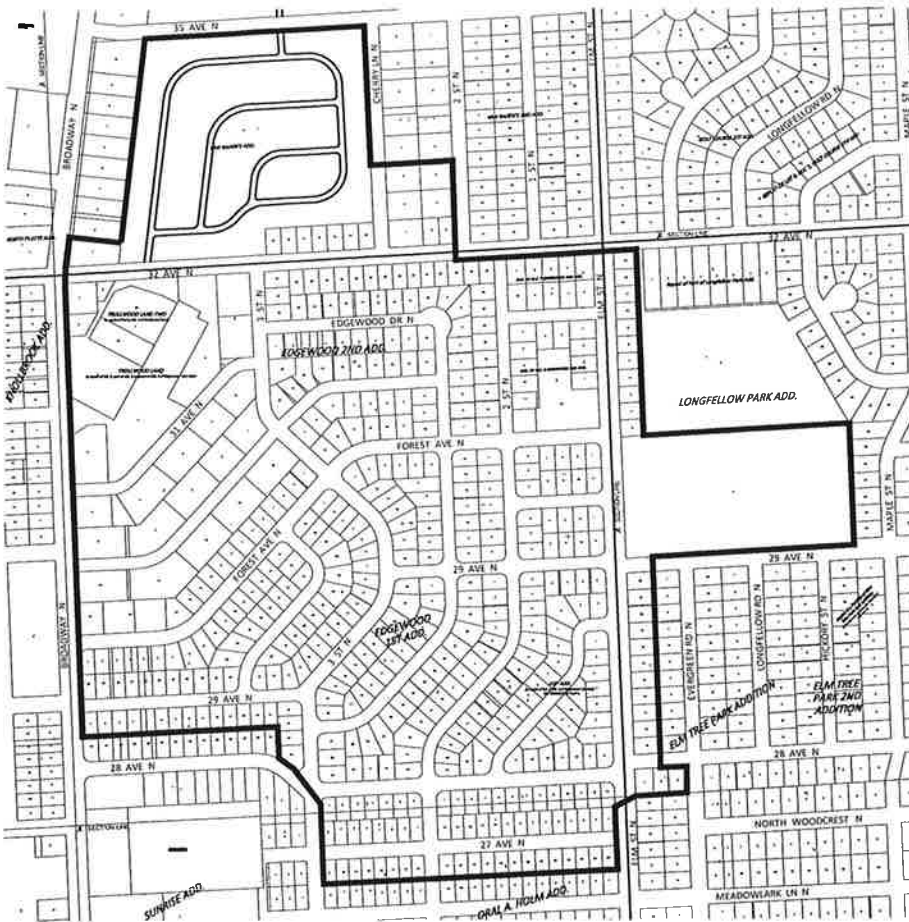
Lots 1 through 17, Block 2.

Lots 1 through 24, Block 3.

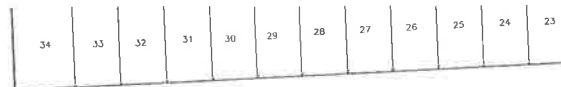
Lots 1 through 14, Block 4.

Buland's Subdivision.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



SECTION 1



19 AVE N



SECTION 2

CITY OF FARGO ENGINEERING  
DEPARTMENT

LOCATION & ASSESSMENT AREA

STREET LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. SL-21-B



SECTION 3